



REQUEST FOR PROPOSAL (RFP)

RFP TITLE: Request for Proposals for Charter Bus Services

RFP NUMBER: 19-004

SCOPE OF WORK/SERVICES: Washoe County School District (WCSD) is soliciting interested and qualified vendor(s) to provide charter bus services district-wide to include, but not limited to scholastic, athletic, band, and field trips. Travel accommodations to and from various functions to include, but not limited for students, staff, chaperones, advisors and other parties as required.

RFP DUE / OPENING DATE & TIME: **June 4, 2019 at 2:00 p.m. (local time)**

QUESTIONS: All questions must be submitted by email to solicitations@washoeschools.net no later than 4:30 p.m. (local time) on May 22, 2019.

AGENCY LOCATION: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

SURETY REQUIREMENT: **NONE REQUIRED**

RFP FACILITATOR*: Pam Homentowski, Buyer II

PUBLISH DATE: May 8, 2019

NUMBER OF PAGES IN THIS RFP: 29

***The Facilitator for this RFP is identified above. Proposers may NOT contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.**

RFP TITLE: Charter Bus Services
RFP #: 19-004

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RFP

1.1 In response to this RFP, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section numbers as referred to herein. Please provide the following:

1.1.1 One (1) original proposal marked "MASTER"; and

1.1.2 Ten (10) identical bound COPIES; and

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy; and

1.1.4 Provide ten (10) copies of cost/pricing/fee information. **ALL** ten (10) copies of cost/pricing/fee information and/or schedules (per Section 49.0 – Evaluation Criteria E) must be submitted in one (1) separate, sealed envelope and identified as such.

1.1.5 FINANCIAL STABILITY

- Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
- If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as "non-responsive."
- The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 49.0 – Evaluation Criteria A). **Do NOT include this documentation in the proposal binders.**
- Only one (1) copy of the documents is required with submission.
- Should a privately held company deem this financial information to be **confidential**, it must be marked as such on the separate, sealed envelope that contains the financial information.

1.2 Neither the WCSD nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will NOT be accepted.

1.4 RFP and any signed/acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Agency/Firm Name: _____
RFP TITLE: Charter Bus Services
RFP #: 19-004
DUE/OPENING DATE & TIME: June 4, 2019 at 2:00 p.m. (local time)

RFP TITLE: Charter Bus Services
RFP #: 19-004

Mail or Deliver RFP To: Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912

- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in the WCSD Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined in the RFP document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP and submitted using required forms identified in this RFP document. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required, such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the unawarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
 - 1.9.1 Proposer should acknowledge receipt of Addenda by signing and returning any copies with the Proposer's RFP submission. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFP.
 - 1.9.2 To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department via email at solicitations@washoeschools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
 - 1.9.3 If Proposer is a member of DemandStar and has downloaded a solicitation document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFP document (Section 59.0). An unsigned proposal will be disqualified/rejected.
- 1.11 Any prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.

RFP TITLE: Charter Bus Services
RFP #: 19-004

- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.
- 1.15 Exceptions to any of the terms, conditions and/or specifications of this proposal must be noted in Section 58.0. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.
- 1.16 The Facilitator for this RFP is identified on Page 1 of this document. Proposers may **NOT** contact anyone else regarding this RFP. Proposers contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified.
- 1.17 If WCSD was required by NRS 332.039 to advertise for this solicitation, then by way of a submitted signed RFP, the Proposer provides a written certification that the Proposer is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018). The term "Boycott of Israel" has the meaning ascribed to that term per NRS 332.065(5)(a).

2.0 LATE PROPOSALS

Late proposals will NOT be accepted. A proposal may be received any time prior to the due date and time. A proposal arriving after 2:00 p.m. (local time) will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening. A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

- 4.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all WCSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the Director of Procurement and Contracts has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

WCSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement. No cost allowance shall be permitted for this requirement. WCSD also reserves the right to make its own Recommendation of Award from the written proposal(s) without presentations and/or formal interviews.

RFP TITLE: Charter Bus Services
RFP #: 19-004

6.0 GOVERNING LAW

Should there be any contract/agreement acquired, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the WCSD and federal courts located in Washoe County, Nevada, USA.

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

7.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.

7.3 If WCSD was required by NRS 332.039.1 to advertise or request a proposal for this solicitation, then by way of a submitted signed Proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017).

7.4 Loss of Agreement and/or Inability to Fulfill Requirements

- If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.
- Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant agreement of this RFP, WCSD may cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

RFP TITLE: Charter Bus Services
RFP #: 19-004

8.2 WCSD would only exercise the *Funding Out Clause* above, if the WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resultant contract specific to this RFP. However, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

9.0 DEFAULT

In case of default by awarded Proposer, WCSD may deduct any unpaid balance due the awarded Proposer, procure the product(s) or service(s) from another source, hold the defaulting awarded Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the awarded Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given (1) not less than thirty (30) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

NOTE: Preference will not be given to any Proposer working under any other existing contracts that allow joint use by public agencies.

Nevada Revised Statute 332.195 *Joinder or Mutual Use of Contracts by Local Governments*, states the following:

1. Except as otherwise provided in this section:
 - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
 - (b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to Chapter 624 of NRS is required for any portion of the work to be performed under the contract.

12.0 AMERICANS WITH DISABILITIES

WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

RFP TITLE: Charter Bus Services
RFP #: 19-004

13.0 INSTALLATION

If applicable, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of the WCSD, any damage to the work of other trades caused by any installation. Wherever, in these specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

NOTE: WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in its best interest.

14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).

A. The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs or assessments under any form of policy.

B. The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

14.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Proposer by WCSD and shall continue in force as appropriate until the completion of the contract term.

14.3 The Accord 25 Certificate of Insurance Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required.

14.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512

14.5 The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or a substitute form providing coverage at least as broad as the required form noted. For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.

14.6 The COI shall state that any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each

RFP TITLE: Charter Bus Services
RFP #: 19-004

insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.

- 14.7 Upon renewal of the policies listed, awarded Proposer or authorized Insurer shall furnish the WCSD with replacement certificates.
- 14.8 The awarded Proposer shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
- 14.9 All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Proposer and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.
- 14.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.11 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.12 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Commercial General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better:
 - A. Premises-Operations
 - B. Independent Contractor's Protection
 - C. Products and Completed Operations
 - D. Broad Form Property Damage
 - E. Personal Injury (with Employee Exclusion deleted)
 - F. Blanket Contractual Liability
 - G. Property Damage Liability

15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

16.0 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, the awarded Proposer shall maintain Commercial Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better.
- 16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

RFP TITLE: Charter Bus Services
RFP #: 19-004

17.0 WORKER'S COMPENSATION COVERAGE

Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

18.0 PROFESSIONAL LIABILITY INSURANCE (NOT REQUIRED FOR RFP #19-004)

If applicable during the initial term of the contract and for any additional time specified by WCSD thereafter, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000); however, WCSD reserves the right to require a higher limit for project(s) that may constitute said requirement. WCSD also requires that Professional Liability Insurance include coverage for unintentional breach of contract. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- 19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.
- 19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.
- 19.3 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy.
- 19.4 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

Proposer must be licensed or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform this type of service. If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

- 21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 21.2 The only benefit the awarded Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the agreement authorized by WCSD.

22.0 WARRANTY

- 22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.

RFP TITLE: Charter Bus Services
RFP #: 19-004

22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

- A. If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.
- B. Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

Any attempt by awarded Proposer to assign or otherwise transfer any interest in this RFP (contract) without the prior written consent of WCSD shall be "VOID."

24.0 ATTORNEY'S FEES

The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of RFP (contract) in the utmost professional confidence.

27.0 COVENANT

Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this RFP (contract). Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

- 28.1 Any controversy or claim arising out of or related to the RFP (contract) or the breach thereof shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.
- 28.2 If the WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the WCSD.
- 28.3 Failure to effect service upon the WCSD within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 28.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

RFP TITLE: Charter Bus Services
RFP #: 19-004

- 28.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

- 29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.
- 29.2 WCSD will not terminate any contract with awarded/contracted firm that is unable to complete/perform services due to Force Majeure. WCSD maintains the ability and right to secure other firm(s) from qualified pool to provide said services, on a temporary basis, if deemed to be in the best interest of WCSD, until awarded/contracted firm is able to return to said services.

30.0 PATENT INDEMNITY

Awarded Proposer agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 INDEMNITY

- 31.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the gross negligence or intentional misconduct of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer in the performance of services hereunder.
- 31.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the gross negligence or intentional misconduct of WCSD or any officer, employee, or agent of WCSD subject to the provisions of Nevada Revised Statutes, Chapter 41, including, but not limited to Section 41.035.
- 31.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act or related statute.

RFP TITLE: Charter Bus Services
RFP #: 19-004

32.0 INTELLECTUAL PROPERTY

Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

33.0 NO THIRD-PARTY RIGHTS

This RFP (contract) is made for the benefit of WCSD and Proposer, not for any outside party.

34.0 NON-ENDORSEMENT

As a result of the selection of an awarded Proposer to supply services and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution. The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

35.0 RECORDS

Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by WCSD. Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD. WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

36.0 SEVERABILITY

If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

37.0 EXPENSES

In the event that WCSD agrees to pay for any of Proposer's expenses directly related to services and/or products relevant to this RFP, the following parameters shall apply: (A) no overhead and/or profit shall be permitted; and (B) Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

38.0 REJECTION OF PROPOSALS

38.1 WCSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- A. Proposal lacks signature by an authorized representative of Proposer.
- B. Evidence of collusion among Proposers exists.
- C. Proposer fails to meet any terms and conditions as specified in this RFP.
- D. Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

RFP TITLE: Charter Bus Services
RFP #: 19-004

- E. WCSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
- F. Cost of services exceeds budgetary constraints.

39.0 REFERENCES

WCSD may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference or customer list gives the WCSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

40.0 PROPOSAL NEGOTIATIONS

WCSD may open negotiations with responsive Proposers after submission of proposals and prior to award. At its sole discretion the WCSD reserves the right to award an agreement without negotiation based upon written proposals. The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

41.0 CONTRACT AWARD GUIDELINES

- 41.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 41.2 WCSD reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 41.4 Any additional contract/agreement documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 41.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 41.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 41.7 WCSD reserves the right to hold proposals for a period of one hundred and twenty (120) days from date of opening before awarding or rejecting said proposals.

42.0 LETTER OF INTENT & RECOMMENDATION OF AWARD

42.1 It is the responsibility of the interested Proposer to obtain the Letter of Intent and Recommendation of Award. Both documents are also posted on the following websites:

- <http://www.washoeschools.net/Page/778>
- www.DemandStar.com (*DemandStar requires paid Membership*)

RFP TITLE: Charter Bus Services
RFP #: 19-004

42.2 Proposer may also obtain a copy of the Letter of Intent and Recommendation of Award by contacting WCSD's Purchasing Department via email at solicitations@washoeschools.net or by calling (775) 850-8025.

43.0 APPEAL BY NON-AWARDED PROPOSER

43.1 Any non-awarded Proposer may appeal following the posting/distribution of the Letter of Intent.

43.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than six (6) calendar days after the date of the Letter of Intent. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

➤ Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.

➤ The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).

43.3 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents and make a determination on the appeal.

43.4 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.

43.5 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.

43.6 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.

43.7 WCSD will stay any award action until after the Board of Trustees renders a final decision.

43.8 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unawarded appeal.

44.0 RFP SURETY/BOND ("BID BOND") (NOT REQUIRED FOR RFP #19-004)

44.1 When a RFP surety/bond (Bid Bond) is required, proposal submission shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:

Washoe County School District
425 East Ninth Street
Reno, Nevada 89512

RFP TITLE: Charter Bus Services
RFP #: 19-004

- 44.2 Depending on the requirements, the amount of surety shall not be less than five percent (5%) of the total RFP submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 44.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

45.0 PERFORMANCE BOND (NOT REQUIRED FOR RFP #19-004)

- 45.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial term of the contract.
- 45.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.
- 45.3 The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the service, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.
- 45.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal term.

46.0 PENALTIES

In case of default by awarded Proposer, the WCSD may procure the products and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against submitted surety, bond, or security for the amount of excess costs so paid.

***** **END OF GENERAL TERMS AND CONDITIONS** *****

SPECIAL TERMS AND CONDITIONS

47.0 PROPOSAL TECHNICAL REQUIREMENTS

47.1 SCOPE OF WORK/SERVICES (OBJECTIVE)

WCSD requires one or more Proposers to provide charter bus services district-wide to include, but not limited to scholastic, athletic, band, and field trips. Travel accommodations to and from various functions to include, but not limited for students, staff, chaperones, advisors and other parties as required.

Examples include:

- The transportation of WCSD scholastic, athletic, field trips, band, etc. groups including their advisors and chaperones for local travel;
- The transportation of WCSD scholastic, athletic, field trips, band, etc. groups including their advisors and chaperones for travel that is agreed as regional travel within 76 to 249 mile radius of Reno/Sparks/Incline; and
- The transportation of WCSD scholastic, athletic, field trips, band, etc. groups including their advisors and chaperones for out of area travel outside of 251 miles radius of Reno/Sparks/Incline with overnight stay.

47.2 SPECIFIC TASKS

Required service shall include departure from and return to WCSD property as designated in the charter confirmation. For some non-local travel, an extended charter of more than twenty-four (24) hours may be required. For certain local travel, a charter of only one (1) hour may be required. There may occasionally be a requirement for either a wait time or a one-way charter.

47.3 CONFIRMATIONS

When services are required, WCSD will contact the contracted vendor(s) of its choice, and in turn, the Supplier shall accomplish the following within two (2) working days:

- Provide a written confirmation of its ability to support the request;
- Confirm all charges (rates, fuel surcharges, etc.), which shall be based upon cost provided with proposal;
- Confirm if an additional driver and/or overnight lodging is required and the related cost;
- Confirm the amount of vehicles required to support the request;
- Confirm the type of bus it will use to support the request; and
- Other information as required and/or requested by WCSD.

47.4 PERMISSIBLE VEHICLES

Students may only be transported in motor vehicles certified by the manufacturer to meet all the federal motor vehicle standards in accordance with 49 CFR 571, for private passenger motor coaches or school buses. All interstate travel and interstate travel outside the borders of Washoe County, Nevada, is restricted to the use of only sixteen (16) or more passenger motor coaches with restroom(s) on board preferred, but not required.

RFP TITLE: Charter Bus Services
RFP #: 19-004

47.5 ADA COMPLIANT

If requested by WCSD, the successful Proposer should be able to provide buses in compliance with Federal Regulation Title 49, § 37.189.

47.6 PROHIBITIONS

The following practices, requirements, etc. are prohibited under this RFP:

- Requiring deposits;
- Penalties for cancellations unless caused by WCSD gross negligence;
- Brokering out trips to other firms;
- Utilization of vehicles of 15 passengers or less;
- Utilization of any non-approved vehicles in accordance with 49 CFR 571;
- Profit and/or overhead for overnight charges and per diem; and
- Charging travel time for bus/motor coach and/or drivers when pulling from out-of-town transportation fleet yards.

47.7 INSPECTION AND MAINTENANCE OF VEHICLES

- WCSD chartered buses are subject to the Federal Motor Carrier Safety Regulations of the Federal Highway Administration (FHWA) and inspections should be performed in accordance with those regulations (49 CFR Parts 393 and 396). Each driver provided by successful Proposer(s) shall visually inspect his or her motor vehicle daily for deficiencies, and a comprehensive maintenance inspection shall be conducted at least once every six (6) months. The successful Proposer(s) shall maintain logs of these inspections and the maintenance performed. All vehicles and the drivers of those vehicles must be in compliance with the operation and registration regulations set forth by the Nevada Department of Motor Vehicles and the U.S. Department of Transportation. **NOTICE: An accident or unsatisfactory safety inspection shall cause the removal of the company from WCSD provider list until WCSD is satisfied that the company has been cleared of fault or proof of a satisfactory safety inspection is provided to WCSD.**
- WCSD reserves the right to inspect the successful Proposer(s) logs, maintenance records and place of business without prior notice to successful Proposer(s) to gauge its suitability to provide services.

47.8 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CPCN)

All Proposer(s) must hold a Certificate of Public Convenience and Necessity (CPCN) Certificate in accordance with Nevada Administrative Code NAC 706.

47.9 FELONY CONVICTION NOTIFICATION, CRIMINAL BACKGROUND CHECK

- The successful Proposer(s) will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the successful Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on WCSD property or at any other location where students and/or staff are regularly present. The successful Proposer(s) will certify to the WCSD before beginning work and at no less than an annual basis thereafter the criminal history record information has been obtained. The successful Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who has been convicted of a

RFP TITLE: Charter Bus Services
RFP #: 19-004

felony, or misdemeanor involving moral turpitude, as defined by Nevada law, from Owner property or other location where students and/or staff are regularly present. The WCSD shall have the final decision of what constitutes a "location where students and/or staff are regularly present." The successful Proposer's violation of this section shall constitute a substantial failure of the contract and shall result in the cancellation of the contract.

- If the successful Proposer(s) is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to WCSD showing compliance.

47.10 DRIVER CERTIFICATION

- All drivers transporting students will maintain a valid State of Nevada Commercial Driver's License (CDL), subject to all the provisions of Federal Law 49 CFR 383 et al. Should any interstate travel be involved, drivers must hold valid Commercial Driver's License's (CDL) for the State in which the travel will occur. The certification shall include the prescribed physical examinations, required employer notification of traffic citations, and drug testing; including but not limited to pre-certification testing, random testing and post accident testing. All drivers and their employer shall assure driver's compliance with the most current Federal Motor Carrier Safety Administration (FMCSA) Hours of Service Policy.
- It is the successful Proposer(s) responsibility to assure their drivers stay informed and compliant with any and all revisions to the CDL, and the Supplier will be held responsible for any failures to remain compliant.
- All drivers performing work related to the resulting contract must be medically certified as physically qualified to do so and must carry their medical certificate at all times while on duty.
- Drivers will be considered physically qualified to drive if there is NO impairment of:
 - A hand or finger which interferes with power grasping;
 - An arm, foot or leg which interferes with the ability to perform tasks associated with operating a CMV; or any significant limb defect or limitation;
 - Individuals with Diabetes or is diagnosed must meet the requirements of [FMCSA 391.46](#);
 - Cardiovascular disease that is known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure;
 - Respiratory dysfunction;
 - High blood pressure that is diagnosed as Stage 3 hypertension (BP equal to or greater than 180/110.);
 - Rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease;
 - Epilepsy or any other condition that could cause a loss of consciousness;
 - Psychiatric disorders, including mental, nervous, organic or function mental disorder; and
 - Vision that does not allow 20/40 vision with corrective lenses along with the ability to recognize the colors or traffic signals and devices showing standard, red, green, and amber; or Hearing loss or other ear diseases [FMCSA 391.41](#).

47.11 FIREARMS OR DEFENSIVE WEAPONS

The successful Proposer(s) will certify that all drivers will not have in their possession any firearm or defensive weapon during the course of any contracted service.

(RFP)

RFP TITLE: Charter Bus Services
RFP #: 19-004

47.12 COMMUNICATION AND EMERGENCY RESPONSE DURING CONTRACTED SERVICES

The successful Proposer(s) shall insure that all drivers shall have the ability to communicate with the contractor at all times during the course of the contracted service in case of emergency or vehicle breakdown. The successful Proposer must have backup transportation available to reach any vehicle during any emergency or that has broken down in no less than four (4) hours from the point of the emergency or vehicle break down. The successful Proposer shall be responsible for immediately notifying WCSD personnel of any emergency or break down within thirty (30) minutes of the emergency or break down. Successful Proposer(s) must provide current emergency contact phone number(s) and email addresses.

47.13 VEHICLE CONDITION

The successful Proposer shall ensure that all buses are thoroughly cleaned and restrooms are sanitized and stocked with toilet paper and soap prior to boarding WCSD customers.

47.14 WEATHER CONDITIONS

The successful Proposer shall insure that each contracted route is checked with the Nevada Department of Transportation before all trips to insure the route safety due to weather conditions, road closures or road construction and that appropriate staff of WCSD is notified of any weather warnings or route closures.

48.0 PROPOSAL FORMAT & SUBMITTAL REQUIREMENTS

- Provide a complete TABLE OF CONTENTS.
- Per Section 1.1.4 (FINANCIAL STABILITY):
 - Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
 - WCSD reserves the right to reject a Proposal as non-responsive if the requested documents (A and B at minimum) are not provided with Proposal.
 - The financial documents should be provided in **one (1) separate, sealed envelope**, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 49.0, Criteria A).
 - Do not include these or any financial documents/statements in the proposal binders.
 - **Should a privately held company deem this financial information to be confidential, it must be marked as such on the separate, sealed envelope that contains the financial information.**
- ALL** Submittal Forms within Sections 54.0 through 59.0 must be submitted or the proposal may be rejected. Should Proposer fail to sign the RFP document (Section 59.0), then the proposal will be disqualified/rejected (refer to Section 1.10). Provide these required forms/sections in RFP submission under a separate tab or tab(s).
- Include a statement of interest on firm's letterhead with firm's full name, legal status (sole proprietor, partnership, corporation or other), address, telephone, fax number, email, and website address. State whether firm's organization is national, regional or local. State the location of the office from which firm's work would be performed. For firms with multiple offices,

RFP TITLE: Charter Bus Services
RFP #: 19-004

briefly summarize for each office (identify *HOMEBASE*, if multi-office firm). Explain why firm is interested in working for the WCSD.

- Provide an overview of the firm and its work, describing the firm’s capabilities, experience and knowledge. Profile should demonstrate range of experience (project types, client mix) with other public sector clients including other school districts. In particular, explain firm’s experience with school districts of similar size.
- Identify each principal of the firm and all key personnel with detailed resumes that clearly reflect specific experience and/or professional educational background in the represented field(s) of expertise.
- Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- Clearly identify one individual who will serve as WCSD’s main point-of-contact for the solicitation process only and include a phone number and email address.
- Clearly identify proposed staffing levels based on project size and complexity and include a brief synopsis of experience or reference to included resumes.
- Identify any potential sub-consultants, if any, by name, address and describe work that may be performed.
- If the firm’s assigned personnel changes for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original assigned personnel.
- Evaluation Criteria A through H (per Section 49.0) must be addressed/included in submitted proposals.
- If applicable, provide any information related to Loss of Agreement and/or Inability to Fulfill Requirements (refer to per Section 7.4).
- Submit any proposed contract/agreement required by the Proposer. WCSD may elect to execute Proposer’s contract/agreement provided WCSD’s standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD’s contract language takes precedence in all cases.
- Provide ALL cost/pricing fee information and/or schedules in one (1) separate, sealed envelope and identified as such as instructed in Section 1.1.4 (Evaluation Criteria 49.0).
- State the location of the office and fleet yard from which work would be performed.
- Explain in detail the duration and extent of experience with similar school districts including name, address and phone number of contact person for each operation.
- Provide addresses of maintenance facilities with phone numbers and contact names of management personnel.
- Provide the following information with your response:
 - NTA Certificate of Public Convenience and Necessity (CPCN) Number
 - NDOT Number

RFP TITLE: Charter Bus Services
RFP #: 19-004

- USDOT Number
 - MC Number
 - Fleet Size
 - Breakdown Policy
 - Driver Hiring Policy
 - Driver Training Policy
 - Driver requirements for chaining bus/motor coach in inclement weather.
- Provide an inventory of buses that will be used to support WCSD's requirements which shall include age, passenger capacity, number of restrooms, and mileage.
- Provide a **COMPLETE** and current Drug & Alcohol policy. A summary of Proposer's policy is **NOT** sufficient.
- Provide a report detailing Proposer's accident ratio per 100,000 miles. Include detail for each accident that occurred in the last twelve (12) months including which party was at fault and indicate if accident was minor, major or a fatality. Minor is to be construed as having caused under \$500.00 damage; major is to be construed as having caused over \$500.00 damage; fatality is to be construed as any accident that resulted in death. Also include in this report the number of years that DMV records are kept on file for each driver. WCSD prefers ten (10) years' worth of print-outs kept on file.
- Provide a report detailing the number of Proposer's bus inspections for the past year including detail about the type of inspection, what was inspected, the number of buses that failed inspections and any corrective action taken for any bus that failed inspection.
- Provide Proposer's fleet maintenance policies that will include how many miles between maintenance occurrence and a detail explanation of the maintenance performed. Specifically state if brakes are checked only during maintenance or on a more regular basis.
- Provide a report showing the safety record of each driver employed by the Proposer over the past year. State if any drivers were taken out of service last year and the reason. Specifically state if any driver was taken out of service due to being cited for speeding, reckless driving or driving under the influence of any drug or alcohol.
- Indicate detailed trip cancellation requirements.
- Indicate if firm levies a fuel surcharge. If so, describe how this amount is determined and describe how it will be adjusted (both increases and decreases).
- Explain whether the non-local rate includes lodging and meals, or if these are separate, billable charges.
- PRICE SCHEDULE (Section 54.0) **ALL COST INFORMATION MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE** as instructed in Section 1.1.4.

49.0 EVALUATION CRITERIA

An evaluation committee will review the RFP submissions and determine the best proposal in accordance with the following evaluation criteria, which are listed below in no particular order. Final selection will be subject to review and approval by the WCSD's Board of Trustees:

- A. Financial Stability (PASS or FAIL) Submission and review as required per Section 1.1.5 of this RFP. WCSD's Office of Business & Financial Services will review all financial documents

RFP TITLE: Charter Bus Services
RFP #: 19-004

submitted by Proposers. Should a Proposer's submission of financial documents be marked as "FAIL," then the Proposer's submission will be rejected in its entirety and will not be considered for award.

- B. Proposer's experience and success in conducting similar work with school districts.
- C. Technical approach and Proposer's grasp of project as shown by the depth, breadth, and clarity of proposal.
- D. Adequacy of resources, including personnel, facilities, equipment, and other related factors.
- E. Pricing Schedule for WCSD including financial terms of the Proposal.
- F. Safety Records. The evaluation of safety records will be based on the following:
 - Proposer's accident ratio per 100,000 miles
 - Inspection Report
 - Fleet Age
 - Maintenance policies and performance
 - Any records provided by the Federal Motor Carrier Safety Administration
- G. Adequacy of Proposer's current Drug & Alcohol policy.
- H. References.

50.0 TERM OF AGREEMENT

It is the intent of WCSD to award a contract to multiple Proposers for an initial term of three (3) years following formal award by WCSD's Board of Trustees with one (1) optional two (2) year renewal term, providing the RFP terms, conditions and pricing remain unchanged to multiple Proposers. WCSD reserves the right to award to one (1) Proposer if deemed to be in the best interest for WCSD.

51.0 PRICE ADJUSTMENT

- 51.1 Pricing provided by Proposer shall not increase during the initial contract term.
- 51.2 After the initial contract term, a price adjustment may be reviewed/authorized. WCSD may grant a price adjustment in a situation where (all) manufacturers/distributors of the products to be procured, as a result of award of this RFP, adjust the prices of their products to all dealers or distributors. In this case, a permissible increase may be authorized and may be equal to only that increase by the manufacturers or distributors of that market.
- 51.3 Prior to permitting any increase, evidence of such an increase, in the form of a letter on the manufacturer's/distributor's letterhead shall be provided to buyer no later than thirty (30) days prior to the proposed price increase. Letter shall include name of manufacturer/distributor, series or product numbers of the bid item being increased, the amount and effective date of any and all increases to all dealers and distributors. In any case the price increase may not be greater than five percent (5%).

52.0 FORMAL INTERVIEWS & PRESENTATIONS

WCSD may elect to request formal presentations/interviews of the Finalists to provide an opportunity to present proposals to the evaluation committee. These formal interviews and presentations are TENTATIVELY scheduled to take place week of June 24, 2019. The formal presentations/interviews

RFP TITLE: Charter Bus Services
RFP #: 19-004

will take place at a WCSO local site of choosing and Proposers chosen to participate in the interview and presentation process will be notified of the actual date, time, and location.

53.0 TIMELINE OF EVENTS RELATED TO RFP:

The following is the **TENTATIVE** schedule of events for the RFP submittal and selection process. WCSO reserves the right to change the schedule at any time.

Schedule of Events:	Date & Time:
RFP Released/Posted/Distributed	May 10, 2019
Deadline for Submitting Questions <i>(via email)</i>	May 22, 2019 at 4:30 pm (local time)
Addendum for Q & A Posted	May 23, 2019
Sealed Proposals Due/Open	June 4, 2019 at 2:00 pm (local time)
Interviews & Presentations TENTATIVE	Week of June 24, 2019
Letter of Intent/Recommendation of Award (ROA)	July 3, 2019
Approval by Board of Trustees	July 23, 2019
Notice of Award	July 24, 2019
Initial Term of Contract	July 24, 2019 – July 23, 2022

***** **END OF SPECIAL TERMS AND CONDITIONS** *****

RFP TITLE: Charter Bus Services
RFP #: 19-004

REQUIRED SUBMITTAL FORMS
(Sections 54.0 – 59.0)

54.0 PRICING SCHEDULE

As a reminder, WCDSD will not accept any charges from Proposer(s) if bus/motor coach and/or drivers are being pulled from out-of-town transportation fleet yards (see below). All rates listed below shall be based on starting from Reno/Sparks/Incline area.

The following practices, requirements, etc. are prohibited under this RFP (refer to Section 47.6):

- Requiring deposits;
- Penalties for cancellations unless caused by WCDSD gross negligence;
- Brokering out trips to other firms;
- Utilization of vehicles of 15 passengers or less;
- Utilization of any non-approved vehicles in accordance with 49 CFR 571;
- Profit and/or overhead for overnight charges and per diem; and
- Charging travel time for bus/motor coach and/or drivers when pulling from out-of-town transportation fleet yards.

1. Local Rate from Reno/Sparks/Incline for travel within 75 mile radius – 20 estimated trips annually:

Vehicle Type and Size	Flat Hourly Rate	Minimum Hours Required for Hourly Rate	Rate for All Day (10 Hours)
16-25 Passenger Bus	\$ _____		\$ _____
26-46 Passenger Bus	\$ _____		\$ _____
47-54 Passenger Bus	\$ _____		\$ _____
55+ Passenger Bus	\$ _____		\$ _____
Other: (Please Specify)			
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____

RFP TITLE: Charter Bus Services
RFP #: 19-004

2. Regional Rate for Reno/Sparks/Incline for travel within 76 to 249 mile radius – 12 estimated trips annually:

Vehicle Type and Size	Flat Hourly Rate	Minimum Hours Required for Hourly Rate	Rate for All Day (10 Hours)
16-25 Passenger Bus	\$ _____		\$ _____
26-46 Passenger Bus	\$ _____		\$ _____
47-54 Passenger Bus	\$ _____		\$ _____
55+ Passenger Bus	\$ _____		\$ _____
Other: (Please Specify)			
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____

3. Out of Area Rate for Reno/Sparks/Incline for travel outside of 251 mile radius – Overnight – estimated 10 trips annually:

Vehicle Type and Size	Flat Hourly Rate	Minimum Hours Required for Hourly Rate	Rate for All Day (10 Hours)
16-25 Passenger Bus	\$ _____		\$ _____
26-46 Passenger Bus	\$ _____		\$ _____
47-54 Passenger Bus	\$ _____		\$ _____
55+ Passenger Bus	\$ _____		\$ _____
Other: (Please Specify)			
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____

Proposer Name: _____

RFP TITLE: Charter Bus Services
RFP #: 19-004

55.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

RFP TITLE: Charter Bus Services
RFP #: 19-004

56.0 PUBLIC DISCLOSURE FORM

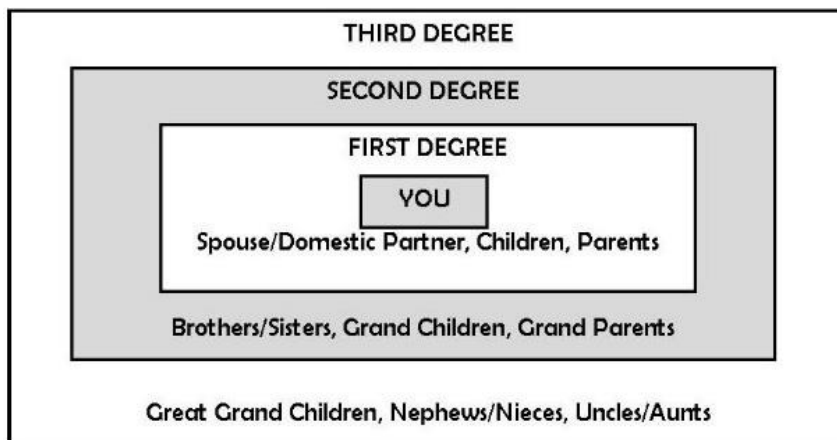
Submitting Firm/Agency Name: _____

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

- A. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.



RFP TITLE: Charter Bus Services
RFP #: 19-004

Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Submitting Firm Employee Name (First, Last)	Title / Position	Relations / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

RFP TITLE: Charter Bus Services
RFP #: 19-004

57.0 CONTACT INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

58.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number.

59.0 PROPOSAL SIGNATURE – REQUIRED

This form must be signed whether or not there are exceptions noted. By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer’s firm;
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents;
- Proposer intends to supply the materials and/or services specified herein;
- Proposer shall provide, execute, and maintain insurance policies as specified herein;
- Proposer shall comply with all federal, state, city, local, county, WCSD statutes, other regulations and requirements; and
- Per Section 1.17, by way of a submitted signed RFP, I have provided a written certification that firm is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel as outlined in NRS 332.065 (effective July 1, 2018).

Authorized Signature

Print Name

Title

Date