EXHIBIT "A"

DeKalb County School District	**Vendor Services Department** Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083

REQUEST FOR PROPOSAL (RFP) 25-472

Charter Bus Services

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	October 10, 2024		https://dekalbschoolsga.ionwave.net
Optional Pre-Proposal Conference	October 24, 2024	11:00 AM	Via Microsoft Teams (registration required)
Site Visit	N/A	N/A	N/A
Deadline to Submit Questions (Q&A)	October 28, 2024	12:00 PM	https://dekalbschoolsga.ionwave.net
Q&A Deadline Responses	November 1, 2024	4:30 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	November 5, 2024	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	November 5, 2024	3:00 PM	Via Microsoft Teams (Registration required)

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA https://dekalbschoolsga.ionwave.net

DeKalb County School District Solicitation Contact Person:
Fred Christopher, Procurement Manager III-Non-Capital
(678) 676- 0217 and/or email at solicitationquestions@dekalbschoolsga.org

DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

https://dekalbschoolsga.ionwave.net

REQUEST FOR PROPOSAL

RFP 25-472
CHARTER BUS SERVICES

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DeKalb County School District ("DCSD") extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Format and Submission of Proposals

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at ***https://dekalbschoolsga.ionwave.net.***

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses.. Proposals must comply with the specifications and detailed instructions stated in this RFP document, be signed by the certifying company official, and be presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

- RFP responses must be submitted electronically via ***https://dekalbschoolsga.ionwave.net***
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity Proposals that do not include all the required information may be disqualified.

All potential respondents must register as a vendor at https://dekalbschoolsga.ionwave.net.

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education
Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions
No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Compliance with Requirements
Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

___ Proposal is in complete compliance with proposal requirements.
___ Proposal deviates from stated requirements as follows:

Cancellation
Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Fiscal Year Funding Implications
The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.
This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Payment to Successful Vendor(s)
Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at: *https://www.dekalbschoolsga.org/purchasing/*

Rights Reserved
DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

Taxes
Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

F.O.B. Delivery
All prices are to be F.O.B. delivery to various DCSD locations.

Estimated Quantities
The quantities shown in this RFP document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages
This RFP contains all of the terms, conditions and obligations to which the parties agree, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

Conditional Proposals
Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

Offeror Failure

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

Georgia Open Records Act

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

The Laws of the State of Georgia

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

2 CFR 200.322(a)

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. ***Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:***

https://dekalbschoolsga.ionwave.net/Login.aspx

PART I
BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide district wide charter bus services as outlined in the scope of work in Part III of this RFP.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide charter bus services, in accordance with the requirements of this RFP. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

B. General Information

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. Procurement Process

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this RFP.

D. Addenda

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission.

Click on the following link to the Purchasing Bulletin Board: *https://dekalbschoolsga.ionwave.net*

E. Proposal Contact Person
The assigned contact person for offerors is Fred Christopher, Procurement Manager III-Non-Capital who can be reached at (678) 676-0217 or by email to ***solicitationquestions@dekabschoolsga.org.***

F. Prohibited Contact(s)
Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP between the time a request for proposal is formally released and a recommendation is made by the administration to the Board, other than as provided herein. **Communication with anyone other than the proposal contact person regarding any portion of this RFP can result in the violating firm being disqualified.** Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors
Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

G. Optional Virtual Pre-Proposal Conference
An optional virtual pre-proposal conference will be held via Microsoft Teams at **11:00 AM EST on Thursday, October 24, 2024.**

Prospective offerors must provide the following information by **5:00 PM EST, on Wednesday, October 23, 2024:**

Name and Title
Company Name
Telephone Number
Email Address

This information must be sent to ***solicitationquestions@dekabschoolsga.org.*** Please enter "**Optional Virtual Pre-Proposal Conference – RFP 25-472 Charter Bus Services**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those providing the above information no later than **Thursday, October 24, 2024, by 10:30 AM EST**.

H. Proposal Submission Deadline
All potential offerors must register as a vendor at https://dekalbschoolsga.ionwave.net.

Proposals in response to this RFP must be received electronically via IonWave no later than **2:00 PM on Tuesday, November 5, 2024**. Proposals received after the stated deadline will not be considered.

I. Virtual Public Acknowledgement
The public acknowledgment will be held virtually through **Microsoft Teams on Tuesday, November 5, 2024, at 3:00 PM EST**. For those who would like to attend the acknowledgement, please register no later than **Monday, November 4, 2024, by 5:00 PM EST**, by sending an email to ***solicitationquestions@dekabschoolsga.org.***

Please enter "**Public Acknowledgement - RFP 25-472 Charter Bus Services**" in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, November 5, 2024, by 2:30 PM EST.**

J. Questions and Answers

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: ***https://dekalbschoolsga.ionwave.net.*** Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **Monday, October 28, 2024, at 12:00 PM EST**. Questions received after the deadline will not be considered.

All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the website ***https://dekalbschoolsga.ionwave.net*** no later than **Friday, November 1, 2024, at 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

https://dekalbschoolsga.ionwave.net

PART II
GENERAL REQUIREMENTS

A. Offeror Performance

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations if an award ensues. Failure of the offeror to fully perform these obligations may result in the cancellation of the award and contract.

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.

B. News Release

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

C. Non-Discrimination

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

D. Drug-Free Workplace

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

E. Smoke-Free Workplace

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

F. Background Checks

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of $45.00 per individual.

Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents or provide services to DCSD premises.

Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

G. *Costs Incurred*

DCSD is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSD.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFP.

H. *Insurance*

Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award. **Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".**

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

(a) Name and address of authorized agent;
(b) Name and address of insured;
(c) Name of insurance company;
(d) Description of coverage in standard terminology;
(e) Policy period;
(f) Policy Number;
(g) Limits of liability;
(h) Name and address of certificate holder;
(i) Acknowledgment to the DCSD of notice of expiration or cancellation;
(j) Signature of authorized agent;
(k) Telephone number of authorized agent; and
(l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than $2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than $2,000,000 per claim/$2,000,000 aggregate. The deductible shall not exceed $10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of $1,000,000 per occurrence $2,000,000 in the annual aggregate.

Primary limits of coverage in the amount of $1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

(ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.

(iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).

(iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

I. Indemnification

1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFP), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

J. Illegal Immigration Reform and Enforcement Act of
Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Offerors must complete and/or have their subcontractors complete the following forms:

1) Immigration and Security Certification
2) Offeror E-Verify Affidavit
3) Contractor Affidavit (Contractor Only)
4) Subcontractor Affidavit (Subcontractor Only); and
5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

K. Interviews
DCSD reserves the right to require offerors to participate in one or more interviews with DCSD board members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

L. Contract Terms
In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about February 2025. The initial contract term shall be one (1) year from the contract execution date**. The contract may contain **four (4), one (1) year renewal options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include,

but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. ***Refer to Attachment L***, *Sample Service Agreement.* Please review DCSD's attached contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions attached to this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the offeror.

M. Permits and Applicable Laws

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.
If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Offerors shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

N. Infringement

Offeror shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this RFP or services performed upon contract award. Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

O. Ownership Rights

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this RFP.

P. Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "Non-Collusion".
Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Q. Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".
Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member.

Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the

award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default.

The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

R. *Financial Stability*

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Offerors shall provide a copy of their company's audited financial statements for the previous two (2) years – 2022 and 2023. A certified audit is preferred however, an offeror's 2022 and 2023 tax returns and balance sheets will be accepted.
2. Indicate here if your company is publicly traded or not publicly traded:
   My company is publicly traded. _____/
   My company is not publicly traded. _____/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2022 and 2023.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

S. *No Obligation/No Award Guaranteed/Cost to Propose*

This RFP does not commit DCSD to contract with any offeror to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP. The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSD in meeting the required scope of work described herein, if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSD or become a reason for contracting with the offeror.

T. *Confidentiality and Non-Disclosure*

Information made available to offerors by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Offerors to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

U. Business License

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

Offerors shall submit with their proposal, a copy of their valid company business license. If the offeror is a Georgia corporation, offeror shall submit a valid county or city business license.

If the offeror is not a Georgia corporation, offeror shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If offeror holds a professional certification which is licensed by the state of Georgia, offeror shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the offeror for the duration of the contract.

V. Protest Process

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth $100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth $100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:

   a) appropriate identification of the solicitation;
   b) a statement of reasons for the protest;
   c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

3. **Form of Protest.** At a minimum, the written protest must include the following:

   a) the name and address of the protestor;
   b) appropriate identification of the solicitation;
   c) a statement of reasons for the protest;
   d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

   DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Vendor Services. The protest may be sent by any of the following means:

MAIL: Attention: Carla Smith, *Executive Director*
DeKalb County School District
Vendor Services
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
Email: *solicitationquestions@dekalbschoolsga.org*

The Offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.**
When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the **Vendor Services Department** makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.**
The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. Costs

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III
SCOPE OF WORK

A. *Purpose/Project Overview*

The DeKalb County School District (DCSD) is seeking highly qualified, experienced, capable, fully licensed for both intrastate and interstate travel, and responsible charter bus service companies to provide a variety of passenger carrier services for DCSD students and staff expressly for educational and school related functions.

DCSD reserves the right to make multiple awards. DCSD at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other costs and charges, and all things and services necessary to provide Charter Bus Services in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

B. *Project Scope of Services*

The District is seeking multiple vendors for this service. This service may not be subcontracted out, except to other bus companies that are on the District's approved carrier list. Any bus that is subcontracted out must be on **Attachment C, Bus List – Equipment Summary** of the approved carrier providing the subcontracted service(s).

Special Instructions And Conditions

1. Offeror shall provide ground transportation for students and staff to and from school related activities.
2. Services may be required for one (1) or more days of travel and include overnight stay.
3. Services may be required for intrastate and interstate travel. Some examples of recent DCSD trips include:

a. Field Trip Example

Travelers: (Who will be traveling i.e. school, organization, team, i.e. Blue Elementary School 5th Graders)
Purpose of Travel: (Field Trip, Sporting event)
Number of Travelers: 25
Departure Date: December 15, 2024
Departure Location: (Where the trip will depart from; Moss High School)
Coach Arrival Time: (The time the bus needs to arrive for before departure)
Departure Time: (The expected time of departure)
Destination: (Where the trip is headed, i.e. Atlanta Aquarium)
Destination Arrival Time: (Expected time of arrival at destination, 9:15 AM)
Length of Stay: (The scheduled time in hours the trip will remain at the destination, i.e. 4-hours)
Return Date: December 15, 2024
Return Departure Location: (The location where the trip will return, i.e. Atlanta Aquarium)
Return Departure Time: (The expected time of departure from the event, i.e. 5:45 PM)
Arrive Back Location: The location where the trip will return to, i.e. James High School)
Arrive Back Time: (The expected time the trip will arrive at the Arrive Back Location, i.e. 7:30 PM)

b. Athletic Department Field Trip Example

Travelers: Stephenson High School Football Team/Three (3) Coaches for Football, Four (4) Coaches for Band
Purpose of Travel: State Playoff Game
Number of Travelers: 56
Departure Date: January 6, 2025
Departure Location: Stephenson High School
Report Time for Travelers: 9:30 AM
Departure Time: 10:00 AM
Destination: Ware County High School, Waycross, Georgia
Arrival Time at Destination: 3:00 PM
Length of Stay: Seven (7) hours
Return Date: January 6, 2025
Return Departure Location: Ware County High School, Waycross, Georgia
Return Departure Time: 10:00 PM
Arrive Back Location: Stephenson High School
Arrive Back Time: 3:00 AM

4. Offeror shall list the variety and quantity of available fleet vehicles, including but not limited to full size buses (each providing minimum seating for 47-55 passengers); and mini coaches. Full size buses shall be "suburban or intercity coach" style accommodations (build on a "heavy" chassis as defined in the bus industry), with lavatory facilities, heat and air conditioning, tinted glass (preferable), overhead baggage or parcel racks, adequate headroom (a minimum of 74 inches preferable), and other features normally associated with comfortable suburban or intercity passenger service. **Upon at least 48-hours prior notice, Offeror must ensure that the requested fleet vehicle(s) is readily accessible to and usable by individuals with disabilities, including but not limited to individuals who use wheelchairs and/or ramps**. The entry doorstep height should be as low as is practical to permit easy boarding by passengers. In their proposal, the Offeror shall provide accommodation specification associated with other types of vehicles such as mini coaches. Offerors are not required to bid both types of vehicles to submit a proposal for this solicitation. Note: Offeror shall include all full-size buses on Attachment C, Bus List/Equipment Summary. **Upload this documentation under the Response Attachment tab via IonWave titled "Attachment C – Bus List/Equipment Summary".**

5. Each vehicle shall be equipped to meet all applicable federal and state Highway Specifications, Interstate Commerce Commission specifications and local specifications, safety standards, emission requirements, and handicap provisions. It is preferred that each bus have a front destination sign. Offeror shall state if their vehicles are equipped with wheelchair lifts to allow persons with wheelchairs to board on Attachment C, Bus List – Equipment Summary.

6. Each vehicle shall be maintained in good working condition, to include but not limited to properly functioning reclining seats, overhead bins that close, and operable interior lights, if applicable. **Each vehicle shall not be more than six (6) years old.** Overall appearance, interior and exterior, must be clean, in good repair, and free of unpleasant odors.

   If an awarded charter bus service vehicle breaks down in a location that makes it impossible or unrealistic for the charter bus service to efficiently recover the students, the charter bus service may utilize the nearest/closest federally approved and fully insured carrier to assist the broken-down bus. The replacement carrier must be compliant with the U.S. Department of Transportation ("DOT") regulations. The District will ensure the replacement carrier's compliance via the DOT's Safety Measurement System (https://ai.fmcsa.dot.gov/sms/).

7. Equipment Summary. Offerors shall provide a summary of all vehicles that may be provided to DCSD for use. Refer to Attachment C, Bus List - Equipment Summary. In addition, offerors shall provide a current copy of the Georgia Department of Public Safety vehicle annual inspection report with a satisfactory rating for all vehicles listed on Attachment C, Bus List/Equipment Summary. **Upload this documentation under the Response Attachment tab via IonWave titled "Attachment C – Bus List/Equipment Summary".**

8. Storage of all vehicles shall exclusively be the responsibility of the Offeror.

9. All drivers of the vehicles shall have specialized driver training. Drivers shall have received customer relations training prior to providing any services under this contract. All customer service complaints received by the Contractor shall be reported verbally to the DCSD within 24 hours and followed up in writing within ten (10) working days.

10. All drivers must have a Commercial Driver's License (CDL) with a Passenger endorsement from the Department of Driver Services (DDS). Offerors are required to provide a list of all certified drivers under the company's employment on the Driver Certification Form and include a copy of each driver's license. Refer to Attachment B, Driver Certification Listing. **Upload this documentation under the Response Attachment tab via IonWave titled "Attachment B – Driver Certification Listing".**

11. All drivers must have a valid medical certificate. **Upload this documentation under the Response Attachment tab via IonWave titled "Valid Medical Certificate".**

12. The contractor shall be responsible for paying all toll charges, licenses, fees, taxes, parking fees, violation fines, and other operating costs incurred by the Contractor as part of this program. **There shall be no add-on charges of any kind.**

13. If lodging is required, the contractor will book and pay the actual lodging costs of the driver. Driver's meals shall be the responsibility of the Contractor.

14. All vehicles shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication with the Contractor's administrative and maintenance facility.

15. The Contractor shall be responsible for providing all services, equipment, functions, and all things necessary for the safe, reliable, and efficient operation of the vehicle service that are not specifically discussed herein.

16. The driver shall not smoke or operate a cell phone while performing the services provided for herein.

17. All Contractor drivers providing services to DCSD shall have been issued a DCSD identification badge. Badges are issued to drivers once a background check has been completed by the DCSD. The cost of

performing driver background check will be billed to the Contractor for payment (see Part II, F). Drivers who have not been issued an identification badge by the DCSD will not be permitted to perform services and shall immediately be replaced by an employee already in possession of DCSD identification badge.

18. During field trips, bus and driver must remain with the group from DCSD departure through return to DCSD school/facility.
19. Driver must have precise directions to specified locations upon arrival at DCSD, and not rely on DCSD staff.
20. No friends or family of the driver are to accompany them on any trip at any time.
21. Charter Buses must arrive at Pick-Up location at least twenty (20) minutes prior to departure time.
22. Awarded Carriers must immediately contact the Requestor or designee for any of the following while contracted for an event: Bus accident (all types, minor and major); Breakdowns (All incidents in which the bus is not able to precede); Delays (Any delay which will impair the departure/arrival).
23. All contract bus drivers will always present themselves in a professional manner with both students and staff during contract event period. Failure to do so will disqualify said driver from further contracts with DCSD.

Vehicle Maintenance

a. The Contractor shall be fully responsible to meet or exceed all Federal Motor Carrier Safety Administration (FMCSA) and Department of Transportation (DOT) required inspections. During the term of the contract, the DCSD reserves the right to review current vehicle inspection and repair records.

b. The Contractor shall be responsible for providing fuel, lubricants, tools, and employee uniforms.

c. All vehicles shall have operable heating and air conditioning.

d. DCSD expects all buses provided under this RFP to be in top operating condition. Firms that provide substandard buses that cause breakdowns, delays or otherwise inconvenience the participants or put them at risk, will be debarred for a to-be-determined length of time from participating in DCSD solicitations until such time as all problems have been demonstrated to have been corrected.

e. Offeror shall provide information in their proposal of any additional services they will provide (i.e. lodging arrangements, tour guide arrangements, tour itinerary, etc.)

Request For Service/Reservations

a. Individual schools or departments will contact the awarded offeror to request a quote and the pricing shall be based on pricing submitted in the proposal. The District may request services verbally or in writing. However, verbal orders must be acknowledged by the contractor within five (5) calendar days from the date of the order on the Contractor's standard confirmation form.

b. DCSD has the right to request departure points anywhere within the County, weekdays, or weekends, at no additional charge.

c. Notice of cancellation for a trip after reservations have been made, shall be given 24 hours before departure time at no cost to the DCSD. For service where less than 24-hour notice is given, except for weather conditions, the District agrees that Contractors may charge $250.00 as a cancellation fee, if cancelled before leaving the terminal or cancelled on the job.

d. DCSD has the right to revise or cancel trips due to snow emergency or other weather conditions, within two (2) hours' notice prior to the first pick-up, without financial penalty, and to revise departure and return times, trip intervals and number of trips during the time period covered by the contract without any additional cost to the DCSD.

Method Of Ordering

Purchase order(s) for bus services will be issued as required throughout the period of this contract and will become an integral part of the resulting contract. The purchase order(s) does not supersede any provision of the resulting contract. Blanket purchase order(s) may be issued by the Using Department in place of individual purchase orders, to expedite the procurement process for contracted services.

Cost Of Services

The Offeror shall include all charges incurred in fulfilling the terms of each contract. Contractors shall provide a cost breakdown for each service separately (i.e., hourly, daily, per mile, overnight stay, etc.). Pricing should include all reasonable expenses incurred by the Contractor (i.e., fuel, mileage, lodging (if applicable), etc.). Refer to Attachment A, Cost Proposal Form.

C. Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this RFP, all offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, and any other marketing and informational media which will support and enhance their submission value.

D. Added Value

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their RFP responses. Attach and label as **"ADDED VALUE."**

E. Technical Proposal

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in providing assessment services for science centers to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative and creative proposals for services for DCSD.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, DCSD may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSD will select the offeror whose proposal DCSD determines best meets the needs of DCSD, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

Technical Proposals shall include the following:

Compliance Information

Firms must meet minimum criteria as specified to receive further consideration. This is a compliance section and carries no evaluation points. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia or otherwise duly licensed in such a manner as to be able to provide all services specified in this RFP in Georgia and all documents must be in the name of the submitting company.

All employees of the submitting company that are assigned to this project must be either licensed by the State of Georgia or, if licensed by another state, authorized by Georgia to provide the licensed services in Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

Litigation Information: Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. **If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.**

Identify any legal actions that have been filed against your company for services rendered in connection with in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition. **If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

Evaluation Criteria

An Evaluation Committee will evaluate the proposals using the following criteria:

1. Firm's Overview (15 points)

a. Provide a full and complete company profile to include, but not limited to Firm's name, address, headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.

b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.

c. List the number of permanent licensed employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including any certifications/licenses and detailed outline of the role and responsibility of each employee that will be assigned to the project.

2. Scope of Services (25 points)

a. Please provide your company's comprehensive and proposed strategy for providing charter bus services as outlined in the scope of work: Special Instructions, Vehicle Maintenance and Request for Services/Reservations. Please be detailed and specific in your response to each requirement.

b. Provide the name and telephone number of the individual(s) that can be contacted in case of an emergency or for services needed after hours, holidays or weekends.

c. Provide your company procedures and timeline to replace a disabled bus within the State of Georgia, outside the State of Georgia, i.e. accident breakdown, etc.

d. Describe in detail your company training and education program for employees.

e. Describe in detail your company's ability for accommodating disabled and special needs riders.

f. Describe in detail amenities on units (bathrooms, TV/DVD, Wi-Fi, etc.)

3. Firm's Relevant Experience and Expertise (25 points)

a. Submit past experience with projects that are comparable in scope and organizational size which best illustrates your firm's ability to provide charter bus services for K-12 school districts. While K-12 experience is preferred, experience with other governmental entities is allowed.

Please list no more than ten (10) projects and do not list projects that were not completed by your firm or completed over ten (10) years ago. Each project listed should include the following information:

1. Company/Entity Name
2. Mailing Address
3. Contact Name, Phone Number, and Email Address
4. Scope of Services Provided
5. Project Start and Finish Date

4. References (5 points)

a. Minimum of three (3) references required. Offers must complete and upload Attachment H, Offeror Client Reference Form. Information provided on Attachment H: Offeror Client Reference Form, must be legible.

DCSD reserves the option of contacting any of the references provided to confirm information provided.

5. Cost Proposal (30 points) – Do not include with Technical Proposal

a. Indicate your proposed price to provide the services as stated in this RFP using **Attachment A – Cost Proposal Form** provided as part of this RFP.

b. Please provide any and all pricing breakdown as requested on the **Attachment A-Cost Proposal Form**.

c. The **Attachment A-Cost Proposal Form** shall not be altered in any way. Any alterations to the provided cost proposal form may cause your company to be deemed non-responsive and disqualified from further consideration.

d. The **Attachment A-Cost Proposal Form** shall be signed by an authorized company representative. Failure to sign the **Attachment A-Cost Proposal Form** may result in your proposal being deemed non-responsive.

Relative Weight	Evaluation Criteria
15	Firm's Overview
25	Scope of Services
25	Firm's Relevant Experience and Expertise
5	References
30	Cost Proposal
100 points	

F. Transition Plan/Transition on Commencement of Contract

The awarded offeror shall assume full services in accordance with the award of the RFP. The awarded offeror shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract

Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:

a. Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.

b. Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing provider shall provide sufficiently experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.

c. All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys, and materials) shall be returned to DCSD upon expiration of contract.

d. Offeror shall include in their response any DCSD or any subsequent contractor requirements if offeror is awarded this contract and does not retain this contract upon its expiration.

G. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at https://dekalbschoolsga.ionwave.net/Login.aspx.

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at ***https://dekalbschoolsga.ionwave.net/Login.aspx.***

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Offerors are required to upload **one (1) pdf. copy electronically via *https://dekalbschoolsga.ionwave.net/Login.aspx*** of their response. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 25-472 Charter Bus Services (MUST BE the first document in the submission); this document is located at *https://dekalbschoolsga.ionwave.net/Login.aspx*

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed, and inserted immediately following the Table of Contents **(Upload Required)**
- Audited Company Financial Statements/Company Annual Reports for 2022 and 2023 **(Upload Required)**
- Business License **(Upload Required)**
- Certificate of Insurance **(Upload Required)**
- Valid Medical Certificate **(Upload Required)**
- Attachment A – Cost Proposal Form/Fee Schedule **(Upload Required)**
- Attachment B – Driver Certification Listing **(Upload Required)**
- Attachment C – Bus List/Equipment Summary **(Upload Required)**
- Attachment D – DCSD Locations and Addresses
- Attachment E – Non-Collusion **(Upload Required)**
- Attachment F – Conflict of Interest **(Upload Required)**
- Attachment G – Critical Paragraphs **(Upload Required)**
- Attachment H – Offeror Client Reference Form **(Upload Required)**
- Attachment I – Statement of Confidentiality **(Upload Required)**
- Attachment J – Suspension and Debarment Certification **(Upload Required)**
- Attachment K – Immigration & Security Certification **(Upload Required)**
- Attachment L – Sample Service Agreement
- Attachment M – Signature Page **(Upload Required)**
- Technical Proposal **(Upload Required)**
- Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media
- Added Value

EXHIBIT "B"

RFP 25-472 Addendum 4
R & W Motor Coach Inc
Supplier Response

Event Information

Number: RFP 25-472 Addendum 4
Title: Charter Bus Services
Type: Request for Proposal-Non Capital
Issue Date: 10/10/2024
Deadline: 11/5/2024 03:00 PM (ET)

Contact Information

Contact: Fred Christopher
Address: 1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
Phone: 1 (315)
Email: solicitationquestions@dekalbschoolsga.org

R & W Motor Coach Inc Information

Contact: ALAN ROBINSON
Address: 1294 Carriage Circle
Stone Mountain, GA 30087
Phone: (770) 413-9676
Email: alan@randwmotorcoach.com
Web Address: randwmotorcoach.com

By submitting your response, you certify that you are authorized to represent and bind your company.

ALAN ROBINSON
Signature

alan@randwmotorcoach.com
Email

Submitted at 11/5/2024 01:10:39 PM (ET)

Requested Attachments

Audited Financial Statements 2022	ProfitandLoss2022.pdf
Audited Financial Statements 2023	ProfitandLoss2023.pdf
Business License	RW Business License.pdf
Certificate of Insurance	Dekalb COI.pdf
Attachment A - Cost Proposal Form	Dekalb Cost Proposal.pdf
REVISED Attachment B - Driver Certification Listing	Dekalb Driver Cert List.pdf
Attachment C - Bus List/Equipment Summary	Dekalb Bus Inventory.pdf
Attachment E - Non-Collusion	Dekalb NonCollusion.pdf
Attachment F - Conflict of Interest	Dekalb conflict of Interest.pdf
Attachment G - Critical Paragraphs	Dekalb Attachment G.pdf
Attachment H - Offeror Client Reference Form	Dekalb Attachment H.pdf
Attachment I - Statement of Confidentiality	Dekalb Stmt of Confidentiality.pdf
Attachment J - Suspension and Debarment Certification	Dekal Suspension cert.pdf
Attachment K - Immigration & Security Certification	Immigration Attachment K.pdf
Attachment M - Signature Page	Dekalb Attachment M.pdf
Technical Proposal	Dekalb Technical Proposal.docx
Brochures, Catalogs, Manuals, Website, Literature, etc.	*No response*
Added Value	*No response*
RFP 25-472 Addendum No. 1	Dekalb Addendum 1.pdf
RFP 25-472 Addendum No. 2	Dekalb Addendum 2.pdf
RFP 25-472 Addendum No. 3	RFP 25-472 Addendum No. 3.pdf
RFP 25-472 Addendum No. 4	RFP 25-472 Addendum No. 4.pdf

Control Number : 0611847

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

R&W MOTORCOACH, INC.
a **Domestic Profit Corporation**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14998619
Date Inc/Auth/Filed	: 01/31/2006
Jurisdiction	: Georgia
Print Date	: 12/29/2017
Form Number	: 211

Brian P. Kemp
Secretary of State

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
February 12, 2007

CERTIFICATE

MC-589260-C
R & W MOTOR COACH INC
STONE MOUNTAIN, GA

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of passengers, in charter and special operations,** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and schedules (49 CFR 374.305). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Angeli Sebastian, Chief
Information Systems Division

NOTE: Applicant is a nonrecipient of governmental financial assistance.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CPN

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TIB Transportation Insurance Brokers, LLC
600 Fairmount Avenue
Suite 106
Towson MD 21286-1000

CONTACT NAME: Alison Cerar
PHONE (A/C, No, Ext): 516-349-8799 FAX (A/C, No): 516-349-9227
E-MAIL ADDRESS: acerar@tibinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Trisura Insurance Company	22225
INSURER B : Trisura Specialty Insurance Company	16188
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R&W Motor Coach, Inc.
1294 Carriage Trace Circle
Stone Mountain GA 30087
R&WMO-1

COVERAGES CERTIFICATE NUMBER: 2112366200 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			KGA013202403	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			KAA013202403	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			KXA013202403	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain GA 30083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Attachment A
RFP 25-472
Charter Bus Services

COST PROPOSAL FORM

The Offeror shall include all charges incurred in fulfilling the terms of each contract. Contractors shall provide a cost breakdown for each service separately (i.e., hourly, daily, per mile, overnight stay, etc.). Pricing should include all reasonable expenses incurred by the Contractor (i.e., fuel, mileage, lodging (if applicable), etc.)

NOTE: PRICING MUST BE PROVIDED IN THE REQUESTED FORMAT. PRICING PROVIDED IN OTHER FORMAT WILL BE DEEMED NON-RESPONSIVE AND YOUR PROPOSAL WILL NOT BE CONSIDERED.

Rate for full contained Charter Coach:

A. IN STATE TRAVEL

1. Up to 35 passenger mini-bus

$ N/A for first 5 hours and $ N/A per hour thereafter

$ N/A *Daily Rate

*Number of hours required to convert to daily rate N/A

$ N/A Rate per mile

2. Up to 40 passenger mini-coach

$ N/A for first 5 hours and $ N/A per hour thereafter

$ N/A *Daily Rate

*Number of hours required to convert to daily rate N/A

$ N/A Rate per mile

3. Up to 56 passenger full-size coach

$ 875 for first 5 hours and $ 175 per hour thereafter

$ 1800 *Daily Rate

*Number of hours required to convert to daily rate 8

$ 5.80 Rate per mile

B. OUT OF STATE TRAVEL

1. Up to 35 passenger mini-bus

$ N/A for first 5 hours and $ N/A per hour thereafter

$ N/A *Daily Rate $ N/A Overnight Rate

*Number of hours required to convert to daily rate N/A

$ N/A Per day extra driver charge for trips that exceed 10 hours

$ N/A Rate per mile

2. Up to 40 passenger mini-coach

$ N/A for first 5 hours and $ N/A per hour thereafter

$ N/A *Daily Rate $ N/A Overnight Rate

*Number of hours required to convert to daily rate N/A

$ N/A Per day extra driver charge for trips that exceed 10 hours

$ N/A Rate per mile

3. Up to 56 passenger full-size coach

$ 875 for first 5 hours and $ 175 per hour thereafter

$ 1800 *Daily Rate $ N/A Overnight Rate

*Number of hours required to convert to daily rate 8

$ _____ Per day extra driver charge for trips that exceed 10 hours

$ 5.80 Rate per mile

Pricing should include all reasonable expenses incurred by the Contractor (i.e., fuel, mileage, lodging (if applicable), etc.). Please refer to Cost of Services for additional information to provide comprehensive pricing.

Complete the following:

R&W Motorcoach, INC.
Company Name

Alan Robinson CEO
Authorized Company Representative Name (please print) Title

Authorized Company Representative Signature Date

1294 Carriage Trace Circle, Stone Mountain GA 30087
Address

770-413-9676 N/A
Phone Fax

sales@randwmotorcoach.com
Email

DRIVER CERTIFICATION LISTING

Offerors are required to provide a list of all certified drivers that will be employed under this contract. Offeror shall include expiration dates of all certified drivers. Any driver(s) not listed at the time of this RFP may not be used until approved by DCSD. All drivers must have a Commercial Driver's License (CDL) with a Passenger endorsement from the Department of Driver Services (DDS).

Driver's Name	Georgia Driver's License #	Expiration Date	Valid Medical Certification - Yes or No
Alan Robinson	GA023488277	6/2/2026	Yes
Robin Vines	AL 6514052	9/27/2028	Yes
Avon Gray	GA057801432	7/11/2032	Yes
Bonal Hunt	GA001594022	3/29/2025	Yes
Clifford Gwyn	GA066191024	6/24/2028	Yes
Darlene Barnett	GA059624679	11/19/2024	Yes
James Nixon	GA055285733	7/10/2027	Yes
Jesse Washington	GA052623333	1/18/2028	Yes
Leesa Crowe Nixon	GA049536489	8/5/2026	Yes
Monica Tubbs	GA053516451	12/5/2024	Yes
Raymond Woodget	AL 549443	7/11/2028	Yes

Attachment C
RFP 25-472
Charter Bus Services

BUS LIST/EQUIPMENT SUMMARY
(Attach Additional Pages as Necessary)

	Vehicle Mfg.	Year, Make and Model	Seating Capacity	Vehicle License #	Wheelchair Lift Yes or No
1	Prevost	2014	56	C645EQ	
2	Prevost	2010	56	C906CS	Yes
3	Prevost	2010	56	C980DR	
4	Prevost	2010	56	C333CR	
5	Prevost	2012	56	C706CN	
6	Prevost	2008	56	C705CN	
7	Prevost	2013	56	C245EH	
8	Prevost	1998	56	C123DP	
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25					

Attachment E
RFP 25-472
Charter Bus Services

NON-COLLUSION

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

R & W Motorcoach, INC.

Company Name/Certifying Official Signature

Date: 11/4/2024

Attachment F
RFP 25-472
Charter Bus Services

CONFLICT OF INTEREST

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Signature of Company Representative:

R&W motorCoach, INC

Company Name/Certifying Official Signature

Date: 11/4/2024

Attachment G
RFP 25-472
Charter Bus Services

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

1) aw This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.

2) aw Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.

3) aw It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.

4) aw Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II.

5) aw Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.

6) aw The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.

7) aw Offeror understands that this solicitation requires Board of Education Approval.

Signature of Company Representative:

R.L.W. MotorCoach, INC

Company Name/Certifying Official Signature

Date: 11/4/2024

Attachment H
RFP 25-472
Charter Bus Services

OFFEROR'S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Atlantic Limo
Company Name Providing Reference

2450 Pleasantdale Road, Atlanta GA 30340
Address City/State/Zip

Hoss Oskouie
Name of Contact Person

770-652-2825
Telephone Number of Contact Person

hoss@atlanticlimo-ga.com
Email Address of Contact Person

15 years
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Atlantic Limo has done charter work for us and we have done charter work for them.

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment H
RFP 25-472
Charter Bus Services

OFFEROR'S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

D&A Transportation
Company Name Providing Reference

2000 Briar Trail Court, Atlanta GA 30331
Address City/State/Zip

Angela Smith
Name of Contact Person

404-557-9232
Telephone Number of Contact Person

dna011@msn.com
Email Address of Contact Person

12 years
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

D&A provides Park Motorcoach with charter business to service their customers.

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment I
RFP 25-472
Charter Bus Services

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

R&W Motorcoach, INC
Offeror Company Name

Alan Robinson
Company Representative Name

Company Representative Signature

11/4/2024
Date

Attachment J

RFP 25-472
Charter Bus Services

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: _____
(Offeror Company Name/Certifying Official Signature)

Date: 11/4/2024

Further, the DCSD's Purchasing Department will check the SAMS website at **https://www.sams.gov/SAM/** to determine if the offeror is listed.

Attachment K
RFP 25-472
Charter Bus Services

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _____ **(Initial here)**: order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) _____ **(Initial here)**: Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

3) I AV **(Initial here)**: Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

4) AV **(Initial here)** Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by

the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

5) _____ **(Initial here)** Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

6) AY **(Initial here) Offeror** agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature _____ Date 11/4/2024

EEV/Basic Pilot Program User Identification Number _____ Date of Authorization _____

Firm Name: R&W motorcoach, INC

Street/Mailing Address: 1294 Carriage Trace Circle

City, State, Zip Code: Stone Mountain, GA 30087

Telephone Number: 770-413-9676

Email Address: alan@randwmotorcoach.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
4 DAY OF November, 20 24

Notary Public
My Commission Expires: April 5 2025

LISA WASHINGTON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA

DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 547000

Date of Authorization: 4/23/2012

Name of Project: **Charter Bus Services**

Solicitation Number (if applicable): **RFP 25-472**

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on NOV, 4, 2024 in Stone Mountain (city), GA (state)

Signature of Authorized Officer or Agent: [signature]

Printed Name and Title of Authorized Agent: Alan Robinson, CEO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 4 DAY OF November 2024

Notary Public: Lisa Washington

My Commission Expires: April 5 2025

LISA WASHINGTON
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA

Attachment M
RFP 25-472
Charter Bus Services

SIGNATURE PAGE

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

Alan Robinson
Printed Name/Engaging Authorized Company Official

CEO
Position/Title

R&W Motor Coach, INC
Offeror's Company Name

Signature/Engaging Authorized Company Official

sales@randwmotorcoach.com
E-mail Address

770-413-9676
Telephone Number

11/4/2024
Date

Technical Proposal

R&W Motorcoach is licensed in the state of Georgia to do business and certified with the U.S. Department of Transportation.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
February 12, 2007

CERTIFICATE

MC-589260-C
R & W MOTOR COACH INC
STONE MOUNTAIN, GA

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of passengers, in charter and special operations,** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387), the designation of agents upon whom process may be served (49 CFR 366), and schedules (49 CFR 374.305). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Angeli Sebastian, Chief
Information Systems Division

NOTE: Applicant is a nonrecipient of governmental financial assistance.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CPN

Control Number : 0611847

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brian P. Kemp**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

R&W MOTORCOACH, INC.
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14998619
Date Inc/Auth/Filed	: 01/31/2006
Jurisdiction	: Georgia
Print Date	: 12/29/2017
Form Number	: 211

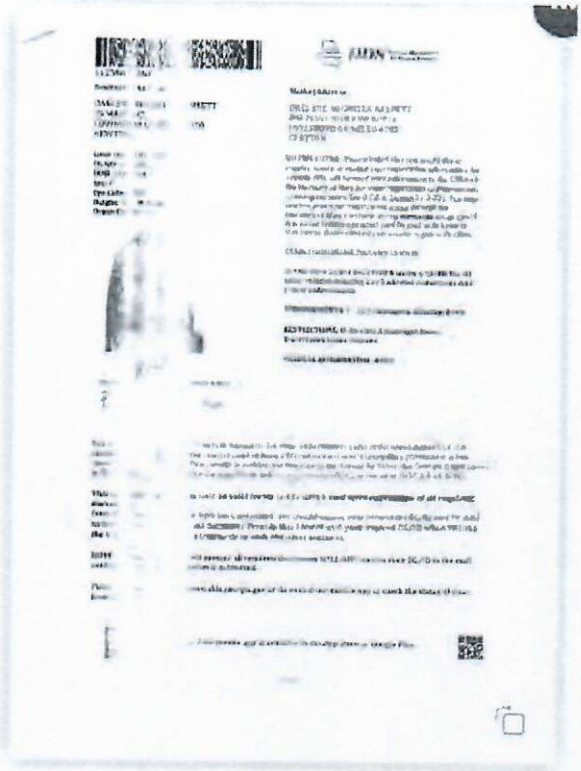
Brian P. Kemp
Secretary of State

We pride ourselves on providing quality service to our customers so they can enjoy their travel experience. All motorcoaches are equipped with seat belts, restroom, WIFI and outlet plugs throughout our 56 passenger motorcoaches. R&W Motorcoach has not been part of any litigation which has caused our contract to ever be terminated. Nor have we ever failed to complete a contract with a customer. All our employees are licensed to work in the state of Georgia and their licenses maybe found below:

COMMERCIAL DRIVER LICENSE
ALABAMA
NO. 6514052
02-19-1979
09-27-2028
ROBIN SHEMEKA WILLIAMS
VINES
09-16-2024

GEORGIA
CDL

GEORGIA
CDL
COMMERCIAL DRIVER'S LICENSE
AM
GRAY
CLAYTON



Darlene Barrett (DL No 059426079) picture above is what the GA DMV service gave her as a temporary license until her renewed license is mailed within 30-45 days.

DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

https://dekalbschoolsga.ionwave.net/Login.aspx

October 28, 2024

TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

RFP 25-472, Charter Bus Services, is hereby amended as follows:

1. Delete in its entirety page 12, Section **H, Insurance** and replace with RFP 25-472 Revised Insurance Requirements.

2. Page 25, E. Technical Proposal – remove 'assessment services for science centers' and replace with 'charter bus services'.

3. Delete Attachment D, DCSD Locations and Addresses and replace with RFP 25-472 Revised Attachment D Location and Addresses.

4. **The following has been attached:**

   - **RFP 25-472 Pre-Proposal Conference Sign-In Sheet**

5. All other conditions remain in full force and effect.

6. All offerors under RFP 25-472 Charter Bus Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and uploading with your proposal.

* Rtw Motorcoach Inc / [signature]
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

https://dekalbschoolsga.ionwave.net/Login.aspx

October 29, 2024

TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 2

RFP 25-472, Charter Bus Services, is hereby amended as follows:

1. The deadline to submit questions is hereby revised to Tuesday, November 29, 2024, at 12:00 Noon.
2. All other conditions remain in full force and effect.
3. All offerors under RFP 25-472 Charter Bus Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and uploading with your proposal.

* Blue motor coach Inc

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Addendum No. 2 to RFP 25-472 Charter Bus Services

DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

https://dekalbschoolsga.ionwave.net/Login.aspx

October 29, 2024

TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 3

RFP 25-472, Charter Bus Services, is hereby amended as follows:

1. The deadline to submit questions is hereby revised to Tuesday, October 29, 2024, at 12:00 Noon.
2. All other conditions remain in full force and effect.
3. All offerors under RFP 25-472 Charter Bus Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and uploading with your proposal.

RtWmotorcoach Inc / [illegible]
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

https://dekalbschoolsga.ionwave.net/Login.aspx

November 1, 2024

TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 4

RFP 25-472, Charter Bus Services, is hereby amended as follows:

1. Delete in its entirety page 33, Attachment B Driver Certification Listing and replace with RFP 25-472 Revised Attachment B – Driver Certification Listing.

2. Page 22, Scope of Work, Section B, #11 – delete 'Upload this documentation under the Response Attachment Tab via IonWave titled "Valid Medical Certificate".

3. Page 29, G. Required Content/Document Checklist – delete 'Valid Medical Certificate (Upload Required)'.

4. **The following has been attached:**

   - **RFP 25-472 Q&A document**

5. All other conditions remain in full force and effect.

6. All offerors under RFP 25-472 Charter Bus Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and uploading with your proposal.

D+W motor coach Inc
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "C"

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: April 21, 2025

RE: Contract Award ~ RFP 25-472 ~ Charter Bus Services ~ Atlantic Transportation & Coaches LLC, Coast to Coast Tours, LLC, Cooper Global, Eagle Christian Tours, Allstate Tours, LLC dba Elite Tours of Atlanta, Friendship Tours, LLC, Georgia Coach Lines, Inc., MTI Bus Company, R & W Motorcoach, Samson Tours, Inc., and William Charters & Tours, LLC

At its business meeting on Monday, April 21, 2025, the DeKalb Board of Education approved the contract Award for **RFP 25-472** for the following Charter Bus Services:

- **Atlantic Transportation & Coaches LLC**
- **Cooper Global**
- **Friendship Tours, LLC**
- **MTI Bus Company, R & W Motorcoach**
- **William Charters & Tours, LLC**
- **Allstate Tours, LLC dba Elite Tours of Atlanta**
- **Coast to Coast Tours, LLC**
- **Eagle Christian Tours**
- **Georgia Coach Lines, Inc.**
- **Samson Tours, Inc.**

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance

Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance