

**SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND
SAMSON TOURS, INC.**

Project Name: Charter Bus Services

Service Provider Address: 3745 Zip Industrial Boulevard, Atlanta, GA 30387

RFP No.: 25-472

Description: Charter Bus Services

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the **DeKalb County School District** (hereinafter the "DCSD") whose address is **1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083** and **Samson Tours, Inc.** (hereinafter the "Service Provider") whose physical address is **3745 Zip Industrial Boulevard, Atlanta, GA 30354**. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide district wide charter bus services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide district wide charter bus services; and

WHEREAS, the Service Provider remains agreeable to provide Charter Bus Services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposals (RFP) No. **25-472 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **April 21, 2025 (Exhibit C)**; and
- e. Notice of Award dated **April 23, 2025 (Exhibit D)**.

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A;"**

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Ms. Carla Smith, Vendor Services Executive Director

Phone: 678-676-0133

Email: Carla_1_Smith@dekalbschoolsga.org

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: Samson Tours, Inc.

Address: 3745 Zip Industrial Boulevard, SE
Atlanta, Georgia 30354

Contact Person: Tom Sambdman

Title: CMO

Phone: (404) 768-8687, Ext. 105

Email: tom@samsontoursinc.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.
- 2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 25-472, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP 25-472, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Services milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Services and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the Services.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warranties that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by DCSD or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Services shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of seven (7) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$5,000,000 annual aggregate \$1,000,000 per occurrence

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense

or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement. Notwithstanding anything to the contrary in this Agreement, Service Provider shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of DCSD.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of Service Provider's negligent performance under this Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Services is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, 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 Service Provider. Additionally, any charges against the Service Provider, or personnel, 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 personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

[signature page follows]

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By: 
[Signature]

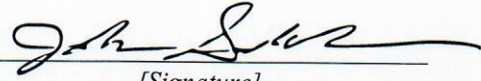
Dr. Devon Q. Horton, Superintendent
Printed Name & Title

1701 Mountain Industrial Blvd
Stone Mountain, Georgia 30083

5-20-25
[Date of Execution]

SERVICE PROVIDER:

SAMSON TOURS, INC.

By: 
[Signature]

John Sambdman - CEO
Printed Name & Title

3745 Zip Industrial Boulevard, SE
Atlanta, GA 30354

14 May 2025
[Date of Execution]

EXHIBIT "A"

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



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsqa.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.dekalbschoolsqa.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://dekalbschoolsqa.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://dekalbschoolsqa.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 AGORD 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 Indemnatee.
- 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 Indemnatee 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@dekalbschoolsqa.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 SAMSON TOURS, 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

SAMSON TOURS, INC. Information

Contact: TOM SAMBDMAN
Address: 3745 Zip Industrial Blvd SE
Atlanta, GA 30354
Phone: (404) 768-8687 x0
Fax: (404) 400-1962
Email: tom@samsontoursinc.com
Web Address: www.samsontoursinc.com

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

John Sambdman

Signature

Submitted at 11/4/2024 04:16:09 PM (ET)

john@samsontoursinc.com

Email

Supplier Note

Samson Tours Inc has been serving the needs of Dekalb County for over 40 years.

Requested Attachments

Audited Financial Statements 2022

SAMSON_US_2022_TaxReturn_signed and 2022 Bal Sheet.pdf

Audited Financial Statements 2023

SAMSON_US_2023_ArchiveTaxReturn and 2023 Bal Sheet.pdf

Business License

2024 Business License - Custom_30-03-2024_14-11-07.pdf

Certificate of Insurance

ACORD Form 20240918-140210 Dekalb County 2024 2025.pdf

Attachment A - Cost Proposal Form

Attachment A RFP 25-472 Charter Bus Services Cost Proposal Form_SIGNED .pdf

REVISED Attachment B - Driver Certification Listing

ATTACHMENT B RFP 25-472 DRIVER CERTIFICATION LISTING.pdf

Attachment C - Bus List/Equipment Summary

Attachment C RFP 25-472 Bus List Equipment Summary.pdf

Attachment E - Non-Collusion

Attachment E RFP 25-472 Charter Bus Services NON-COLLUSION.pdf

Attachment F - Conflict of Interest

Attachment F RFP 25-472 Charter Bus Services CONFLICT OF INTEREST.pdf

Attachment G - Critical Paragraphs

Attachment G RFP 25-472 Charter Bus Services.pdf

Attachment H - Offeror Client Reference Form

Attachment H RFP 25-472 Charter Bus Services Offerors CLIENT REFERENCES.pdf

Attachment I - Statement of Confidentiality

Attachment I RFP 25-472 Charter
Bus Services Statement of
Confidentiality.pdf

Attachment J - Suspension and Debarment Certification

Attachment J RFP 25-472 Charter
Bus Services Suspension and
Debarment Certification.pdf

Attachment K - Immigration & Security Certification

Attachment K RFP 25-472 Charter
Bus Services IMMIGRATION &
SECURITY
CERTIFICATION_SIGNED.pdf

Attachment M - Signature Page

Attachment M RFP 25-472
Charter Bus Services Signature
Page_SIGNED.pdf

Technical Proposal

RFP 25-472 Charter Bus Services
SAMSON.pdf

Brochures, Catalogs, Manuals, Website, Literature, etc.

company profile and marketing
examples - RFP 25-472.pdf

Added Value

No response

RFP 25-472 Addendum No. 1

RFP 25-472 Addendum No. 1.pdf

RFP 25-472 Addendum No. 2

RFP 25-472 Addendum No. 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



CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: SAMSON TRAILWAYS
Business Location: 3745 ZIP INDUSTRIAL BLVD SE
ATLANTA, GA 30354
Owner:
License Number: LGB-145206-2020
Issued Date: 3/30/2024
Expiration Date: 12/31/2024

Business Type(s): 485111 Mixed Mode Transit Systems
Mailing Address: 3745 ZIP INDUSTRIAL BLVD SE
ATLANTA, GA 30354
License Type: General Business License
Classification: Transportation & Warehousing

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2024

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 have ADDITIONAL INSURED provisions or 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 PA Post / Hilb Group of New Jersey 300 Tice Boulevard Suite 300 Woodcliff Lake NJ 07677		CONTACT NAME: Lorraine Tarabocchia PHONE (A/C, No, Ext): (201) 252-3010 FAX (A/C, No): (201) 252-3011 E-MAIL ADDRESS:	
INSURED Samson Tours, Inc. 3745 Zip Industrial Blvd SE Atlanta GA 30354		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: National Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 20087	

COVERAGES		CERTIFICATE NUMBER: 24-25		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 INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) / POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			3AA715633	09/29/2024 / 09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPPAGG \$ Excluded
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			70APB009595	09/27/2024 / 09/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$ 75,000
	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			72XAB010622	09/27/2024 / 09/27/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A				PER STATUTE ☐ OTHER ☐ E L EACH ACCIDENT \$ 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 is included as an additional insured, but only as respects the operations of the named insured.						

CERTIFICATE HOLDER	CANCELLATION
DEKALB COUNTY SCHOOL SYSTEM 5809 MEMORIAL DRIVE STONE MOUNTAIN GA 30083	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 (2016/03)

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**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

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.25 Rate per mile

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.55 Rate per mile

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 5.00 Rate per mile

B. OUT OF STATE TRAVEL**1. Up to 35 passenger mini-bus**

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate \$ 4,356.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.25 Rate per mile

NOTE: The driver can drive for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate \$ 4,556.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.55 Rate per mile

NOTE: The driver can drive for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate \$ 4,956.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours

\$ 5.00 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.

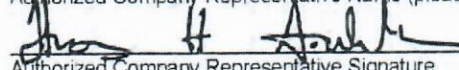
Complete the following:**Samson Tours Inc**

Company Name

Tom Sambdman**CMO**

Authorized Company Representative Name (please print)

Title

**18 October 2024**

Authorized Company Representative Signature

Date

3745 Zip Industrial Blvd SE., Atlanta, GA 30354

Address

404-768-8687, ext 105**404-400-1962**

Phone

Fax

tom@samsontoursinc.com

Email



Driver's License List Report

Location Name : Samson Tours Inc.

Employee Name	Driver Type	License State	License Number	Expires	Location
David Apperson	CDL	Georgia	50198584	7/28/2029	Samson Tours Inc.
Lamaka Arnold	CDL	Georgia	24975585	5/25/2026	Samson Tours Inc.
Melaine Beene	CDL	Georgia	080023248	11/2/2032	Samson Tours Inc.
Stephan Darrow	CDL	Georgia	5247216	1/6/2026	Samson Tours Inc.
Terry Davis	CDL	Georgia	61182355	10/5/2026	Samson Tours Inc.
Sharon Dyson	CDL	Georgia	49781665	4/14/2032	Samson Tours Inc.
Kecsha Evans	CDL	Georgia	40323153	5/12/2032	Samson Tours Inc.
Justin Gibson	CDL	Georgia	51057430	5/27/2026	Samson Tours Inc.
Tchnavia Gist	CDL	Georgia	4963263	7/7/2027	Samson Tours Inc.
Tashana Hannah	CDL	Georgia	58182986	5/24/2027	Samson Tours Inc.
Tekeyla Haskins	CDL	Georgia	55018810	6/7/2026	Samson Tours Inc.
Symethria Holt	CDL	Georgia	51774882	8/13/2028	Samson Tours Inc.
Roderick Hunter	CDL	Georgia	53075500	10/7/2027	Samson Tours Inc.
Spencer Jacob	CDL	Georgia	058320267	6/5/2026	Samson Tours Inc.
Lisa Lane	CDL	Georgia	60692826	11/27/2027	Samson Tours Inc.
Arlatha Mays	CDL	Georgia	58914783	6/23/2026	Samson Tours Inc.
Myra Pearson	CDL	Georgia	22087224	1/13/2026	Samson Tours Inc.
Anthony Pettiford	CDL	Georgia	52638776	9/19/2027	Samson Tours Inc.
Latwon Phillips Sr	CDL	Georgia	54915610	1/24/2026	Samson Tours Inc.
Tyonna Porter	Non-CDL	Georgia	58245824	7/11/2029	Samson Tours Inc.
Dequita Primrose	CDL	Georgia	53093639	5/23/2026	Samson Tours Inc.
Connie Simmons	CDL	Georgia	63682601	8/4/2025	Samson Tours Inc.
Lee Sowell	CDL	Georgia	50922620	11/30/2025	Samson Tours Inc.
Willie Spencer	CDL	Georgia	056167649	10/25/2032	Samson Tours Inc.
Charles Threats	CDL	Georgia	1347573	9/25/2027	Samson Tours Inc.
Aaron Williams	CDL	Georgia	59836215	2/8/2027	Samson Tours Inc.
Vincent Willis	CDL	Georgia	59085769	8/10/2027	Samson Tours Inc.

1/2/2024 1:41:44 PM

Attachment C RFP 25-472 Charter Bus Services Bus List Equipment Summary

Vehicle Mfg.	Year	Make	Model	Unit #	Seating Capacity	Vehicle License #	Wheelchair Lift Yes or No
BLUEBIRD	2015	BLUEBIRD	VISION	05929	48	DJH693	NO
BLUEBIRD	2015	BLUEBIRD	VISION	05930	49	DJH694	NO
BLUEBIRD	2015	BLUEBIRD	VISION	05969	50	DJT484	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14499	51	DQM239	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14500	52	DQM245	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14501	53	DQM240	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14503	54	C585AJ	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14504	55	C583AJ	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14512	56	DQM242	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14513	57	DQM243	NO
FORD	2021	FORD	ADA VAN	17525	12+2	FAT530	YES
BLUEBIRD	2016	BLUEBIRD	VISION	23929	48	C867AH	NO
BLUEBIRD	2016	BLUEBIRD	VISION	23933	49	C587AJ	NO
BLUEBIRD	2016	BLUEBIRD	VISION	23934	50	C864AH	NO
BLUEBIRD	2016	BLUEBIRD	VISION	23936	51	C868AH	NO
BLUEBIRD	2017	BLUEBIRD	CV 3300	25128	52	C582AJ	NO
BLUEBIRD	2017	BLUEBIRD	CV 3300	25129	53	C584AJ	NO
VAN HOOB	2016	VAN HOOB	CX35	48848	38	C470DX	NO
VOLVO	2018	VOLVO	9700	88031	56	C9695A	NO
VOLVO	2018	VOLVO	9700	88032	56	C9694A	NO
VOLVO	2018	VOLVO	9700	89530	56	C469DX	NO
FORD	2019	FORD	Sprinter Van	91374	14	CM/D6194	NO
VOLVO	2019	VOLVO	9700	94708	56	C690EC	NO

Attachment E
RFP 25-472
Charter Bus Services

NON-COLLUSION

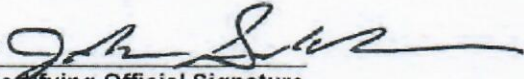
Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

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:

Samson Tours Inc


Company Name/Certifying Official Signature

Date: 18 October 2024

**Attachment F
RFP 25-472
Charter Bus Services**

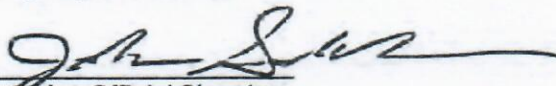
CONFLICT OF INTEREST

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:

Samson Tours Inc


Company Name/Certifying Official Signature

Date: 18 October 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."

DAK 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.

DAK 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.

DAK 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.

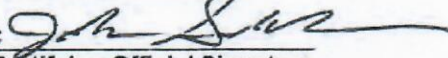
DAK Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II.

DAK 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.

DAK 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.

DAK Offeror understands that this solicitation requires Board of Education Approval

Signature of Company Representative:

Samson Tours Inc 
Company Name/Certifying Official Signature

Date: 18 October 2024

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.

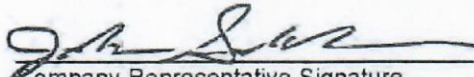
The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall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

Samson Tours Inc

Offeror Company Name

John Sambdman

Company Representative Name



Company Representative Signature

18 October 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: Samson Tours Inc 
(Offeror Company Name/Certifying Official Signature)

Date: 18 October 2024

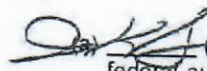
Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

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:

 (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 _____ (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.

 (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.

JS (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.

JS (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.

John Samson Signature 18 October 2024 Date
308308 EEV/Basic Pilot Program User Identification Number 2 March 2010 Date of Authorization
 Firm Name: Samson Tours Inc
 Street/Mailing Address: 3745 Zip Industrial Blvd SE
 City, State, Zip Code: Atlanta, GA 30354
 Telephone Number: 404-768-8687
 Email Address: john@samsontoursinc.com

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

18th DAY OF October, 20 24

Lee Sowell
 Notary Public

My Commission Expires: 6/14/2026

LEE SOWELL
 NOTARY PUBLIC
 Troup County
 State of Georgia
 My Comm. Expires June 14, 2026

Attachment M
RFP 25-472
Charter Bus Services

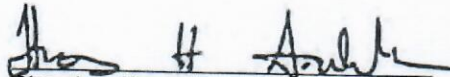
SIGNATURE PAGE

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.

Tom Sambdman
Printed Name/Engaging Authorized
Company Official

CMO
Position/Title

Samson Tours Inc
Offeror's Company Name


Signature/Engaging Authorized
Company Official

tom@samsontoursinc.com
E-mail Address

404-768-8687, ext 105, 106
Telephone Number

18 OCTOBER 2024
Date



Company Profile

COVER PAGE

Samson Tours, Inc. has been proud to provide the Atlanta, Georgia area as well as the south eastern United States with luxury motor coach transportation for over 40 years. Owned and operated by the Sambdman family since 1983, we've developed the resources and experience to meet all of your ground transportation needs.

Today, we continue to set the industry standard in charter bus services as we moved into the 21st-century with our state-of-the-art coaches, full school bus route, school bus charter service, and complete in-house maintenance center. Because we employ full time in-house mechanics, we are able to keep our fleet in tip top shape at all times. Experience the difference in motor coach travel.

Professionalism, versatility and excellent customer service are of the utmost importance to Samson Tours, Inc. Our drivers are friendly, knowledgeable and experienced. Our vehicles are high-quality motorcoaches that are proven to get you there, quickly and safely. In terms of versatility, Samson Tours, Inc. can provide service for all needs, from local trips to long-distance travel across states or regions of the country.

Because we are able to transport a large number of persons safely and comfortably in a single vehicle, motor coach is one of the most fuel-efficient means for group transportation. Our new model buses are designed to conserve as much fuel as possible. We feel it is our duty to do what is possible to protect the environment for future generations.

Company Information, Licenses, Certification

DUNS: • CAGE: 1ERC8 • EIN: 58-1621722 • DOT: 278369 • MC: 168131 •
Veteran Owned Small Business • Certified DoD Approved Carrier

Physical and Mailing Address: 3745 Zip Industrial Blvd SE Atlanta, GA 30354

NAICS CODES

485410 • 487110 • 485510 • 485999 • 487999

Equipment	Services
• Minibuses • Motorcoaches • School Buses	• Employee Shuttles/Parking Lot/Metro Shuttles • Charter Bus Services/Group Travel/Military Movements • Airport Transfers/Shuttles

Points of Contact

Tom Sambdman-CMO O:(404) 419-7314 -F: (404) 400-1962 - Email: tom@samsontoursinc.com

John Sambdman-CEO O: (404) 419-7311-F: (404) 400-1962 - Email: john@samsontoursinc.com

Kevin Sambdman-CTO O:(470) 225-6763-F: (404) 400-1962 - Email: kevin@samsontoursinc.com

Samson Tours, Inc. Company Profile - Proprietary & Confidential_ EIN: 58-1621722

Samson Tours, Inc.

SAMSON TOURS

Advertisements

READY TO GO?

SAMSON TOURS

Large Motorcoaches,
Luxury Mini Buses, & School Buses
for Movie Shoots cast and crew
Transportation

TV/DVD/CD Players, Wi-Fi, Rest Rooms
(available upon request on equipped vehicles)

Our Specialty Motorcoach Services Include:
Choral & Band Charter Bus Tours • Corporate Outings & Events
Community Service Days • Disney World & Universal
Motorcoach Attractions • Team Transportation

**SAMSON
TOURS**
3745 Zip Industrial Blvd, SE
Atlanta, Ga. 30354
404-768-8687 EXT. 124
www.SamsonToursInc.com

Classic Christmas Tour

PACKAGE INCLUDES:
Entry into The Magical Nights of Lights • S'mores Kit
Music • Entertainment • Transportation • Driver

\$60
\$60 TOTAL VALUE

SAMSON TOURS PRESENTS
R.I.P. V.I.P.
HAUNTED HOUSE BUS TOUR

OCT 26TH-28TH
OCT 31ST
NOV 2ND-4TH
7 PM PICKUP

\$60 TICKET INCLUDES:
ROUND TRIP TRANSPORTATION
K' TWO HOURS
FROM SIX FEET UNDER GRANT PARK
K' VIP ENTRY OF LINE ACCESS
AT TWO AWARD WINNING
GEORGIA HAUNTED HOUSES

SIX FEET UNDER
CONTAINMENT
NIGHTMARE'S
GATE
HAUNTED HOUSE

SAMSON TOURS

Luxury Motor Coaches & Mini Buses
for Movie Shoots Cast & Crew Transportation

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www.SamsonToursInc.com

WWW.SAMSONTOURSINC.COM

Samson Tours, Inc. *the fall*

SAMSON TOURS

Bus Fleet Pictures - "We're strong on service."



Bus Descriptions:

- 27 passenger mini buses come equipped with leather seats with seat belts, air conditioning, rear luggage space, TV/DVD, PA system.
- 34 passenger mega mini buses come equipped with leather seats with three point seat belts, power plugs available upon request, Wifi, air conditioning, rear luggage space, TV/DVD, PA system.
- 48 passenger school buses are basic transportation used for groups looking to provide safe, reliable, & affordable transportation.
- 48 passenger super school buses come equipped with parcel racks, air conditioning, some underneath storage, seat belts, Wifi.
- 56 passenger coach buses come equipped with TV/DVD, PA system, air conditioning, restroom, plenty of luggage space underneath the bus, Wifi.

Samson Tours, Inc.



Samson Tours, Inc.
At a Glance - 2024

Company Name: Samson Tours, Inc. dba Samson Trailways

Company Address: 3745 Zip Industrial Blvd SE, Atlanta, GA 30354

Telephone Numbers: 404-768-8687, FAX 404-400-1962

Contact Name: John Sambdman

Names of Company Owners:

John Sambdman - CEO 41 years
Tom Sambdman - CMO 36 years
Kevin Sambdman - CTO 10 years

State of Corporation: S-Corporation, Georgia

Federal Tax I.D. # 58-1621722

E-Verify # 308308

US DOT # 278369, **U.S. D.O.T. Rating:** SATISFACTORY (highest possible rating)

Key Managers

Tyson Sowell, General Manager 9 years
Velida Zec, Compliance officer 10 years
Justin Gibson, Shop Manager 10 years

Licenses Held:

- > Our drivers all hold a CDL license with P&S endorsements and must complete our safety program.
- > John Sambdman and Winfred Wynder completed J.J. Kellers dispatcher and safety program.
- > John Sambdman, Kevin Sambdman, Tyson Sowell, and Winfred Wynder are all certified school bus route trainers. They all have completed training by the Georgia Department of Education. Our company is the only private company in Georgia with that distinction.
- > John Sambdman is a Certified Setra Motorcoach mechanic.
- > Our mechanics have completed heavy diesel certifications.

Samson Tours, Inc.

**Brief Company History:**

Samson Tours, Inc. has proudly offered luxury motor coach travel, customized first mile/last mile solutions, and dedicated school bus route transportation since 1983. Today, we continue to set the industry standard in travel services as we move into the 21st century with our state-of-the-art full-size coaches, mini and mega-mini coaches and a variety of school buses. Our team is comprised of comprehensively trained coach and school bus operators, route service providers, tour planners and coordinators; each dedicated to your safety and the provision of your traveling needs. All of our drivers are qualified and current with all licensing and safety regulations, physical exams, and drug testing. We also have a complete in-house, professionally staffed, maintenance center. Our impeccable safety record and compliance has awarded us the highest achievable safety ratings through the USDOT and the DOD. **Samson Tours, Inc.** has a strong core of professional management and operations staff that understand the ground transportation industry inside and out. We specialize in tours, vacations for churches, corporate, military, schools, seniors, school route service, employee shuttle service, and social clubs. **Samson Tours, Inc.** develops long lasting relationships and partnerships with its clients through reliability, consistency, and a strong moral business ethic.

Continual Training and Education Program for Drivers and Staff:

Samson Tours, Inc. schedules its management and operations team to seminars, webinars, and workshops throughout the year to be educated on new laws and procedures and best practices. The drivers stay up to date through daily interaction with staff, company memos, education and training by our safety director & driver managers on a monthly, quarterly, and annual basis.

Quality Assurance Program:

Quality is controlled through daily management of all employees. Guidelines are in place so that the employees know what is expected of them and they are held accountable to that policy. Programs are in place to ensure that all logistic information necessary to operating the company are protected to ensure the work is done according to the client's specifications.

Safety and Maintenance / Compliance and Inspection Programs

Samson Tours, Inc. is very proud of our safety record. We have multiple layers of checks to ensure proper maintenance and safety. We maintain our fleet in-house. Some warranty work is handled by manufacturer technicians. The mechanics perform regular maintenance and complete monthly and annual inspections. Additionally, all drivers are required, at minimum, to perform a pre-trip bus inspection and a post-trip bus inspection to ensure the vehicle is in proper working condition. All fleet vehicles are maintained according to manufacturer recommendations, D.O.T. standards, D.O.D. standards, and D.O.E. standards.

Samson Tours, Inc.



Our managers and operations staff audit driver logs, monitor and analyze electronic logbook data to ensure compliance with D.O.T. mandated drivers' hours of service rules. We conduct monthly and quarterly driver/safety meetings. Our management team attends offsite training, on-site webinar lessons, and insurance meetings annually. We have managers and drivers on staff that are certified by the Georgia Department of Education as certified school bus route driver trainers and we complete training of our school bus drivers in the same way as each Georgia school districts. We receive companywide sexual harassment training and anti-terrorism training on a regular basis.

Vehicle Breakdowns

Local breakdowns are handled immediately. We either dispatch one of our mechanics to make repairs, send one of our own buses, or secure another approved carrier. Our goal is to respond as quickly as possible to alleviate as much inconvenience to the passengers as possible. Through **Samson Tours, Inc.** affiliations, nationwide, we have access to a vast network of coaches and repair facilities.

Accident Procedures

All Samson buses are equipped with road hazard kits, fire extinguisher, body fluid kits, accident kits, and emergency supplies. At the time of an incident the driver secures the bus and passengers in a safe location and contacts the appropriate authorities, dispatch, and our insurance carrier in that order. If an additional bus and/or driver are needed our dispatch team secures the bus and driver for the group so they may proceed.

Average Length Company's Drivers Have Held CDL

Samson Tours, Inc. drivers have held their CDL licenses an average of 10 plus years.

Average Length Drivers Employed with Samson Tours, Inc.

Six (6) to Twelve (12) years

Drivers Physical Exams

Each driver must complete a Department of Transportation physical, by an approved and certified physician, once a year.

Alcohol and Drug Testing Program

Samson Tours, Inc. drivers and other "safety sensitive" employees are subject to Federally mandated substance abuse testing programs. Mandatory testing is done in several different situations. These include:

- > Pre-employment testing- Provided to new employees, the testing must be complete, including confirmation from the medical review officer received, before the individual can perform any safety sensitive function (for example, driving);
- > Random testing- The heart of the deterrent effect, random testing for drug and alcohol abuse must be done at proscribed rates and under some very specific, no advance warning conditions;

Samson Tours, Inc.



- Reasonable suspicion testing- Employees who meet certain behavior characteristics should be subject to testing; supervisors must receive drug and alcohol abuse recognition training as a part of the identification of risk;
- Post-accident testing- Certain accident involvement makes testing mandatory, specifically DOT recordable events where the driver received a citation, or any fatality accident; testing beyond the DOT minimums is not recommended.

Tests are conducted on a quarterly basis. The drivers are randomly chosen by our medical provider.

Samson Tours, Inc. and its drivers are fully compliant with all Federal requirements for drivers in accordance with FMCSR 391.51. Our driver qualification process is as follows:

- Application for employment (Section 391.21)
- Pre-employment Urinalysis Notification (Section 391.103)
- Employment Eligibility Verification (I-9 form)(8 USC Section 1324 A)
- Certification of Compliance (Section 383.21)
- Request for Check of Driving Record (Section 391.23)
- Request for Information from Previous Employer (Section 391.23)
- Record and Certificate of Road Test (Section 391.31)
- Drivers Physical Examination Certificate (Section 391.43)
- Controlled Substance Test Results (Section 391.87)
- Record of Violations (Section 391.27)
- DAC Release
- Receipt for Drug & Alcohol Policy (Section 382.601)(d)

Samson Tours, Inc.



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

October 28, 2024

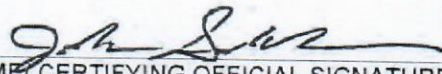
TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

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.

Samson Tours Inc 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 1 to RFP 25-472 Charter Bus Services



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.

Samson Tours Inc 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 2 to RFP 25-472 Charter Bus Services



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.

Samson Tours Inc 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 2 to RFP 25-472 Charter Bus Services



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

November 1, 2024

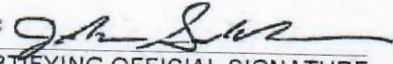
TO: ALL OFFERORS UNDER RFP 25-472 Charter Bus Services

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.

Samson Tours Inc 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 4 to RFP 25-472 Charter Bus Services

	Vendor Services Department Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083
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REQUEST FOR PROPOSAL (RFP) 25-472

Charter Bus Services Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	October 10, 2024		https://dekalbschoolsqa.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://dekalbschoolsqa.ionwave.net
Q&A Deadline Responses	November 1, 2024	4:30 PM	https://dekalbschoolsqa.ionwave.net
Submission Deadline	November 5, 2024	2:00 PM	https://dekalbschoolsqa.ionwave.net
Virtual Public Acknowledgement	November 5, 2024	3:00 PM	Via Microsoft Teams (Registration required)

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsqa.ionwave.net>

DeKalb County School District Solicitation Contact Person:

Fred Christopher, Procurement Manager III-Non-Capital

(678) 676- 0217 and/or email at solicitationquestions@dekalbschoolsqa.org



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsqa.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://dekalbschoolsqa.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://dekalbschoolsqa.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://dekalbschoolsqa.ionwave.net>.

Time is of the essence. Specify your earliest immediately and latest 1 Jan 2025 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.dekalbschoolsqa.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://dekalbschoolsqa.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://dekalbschoolsqa.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@dekabschoolsqa.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@dekabschoolsqa.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://dekabschoolsqa.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@dekabschoolsqa.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

The DCSD Risk Manager sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal. **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 three (3) 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) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
 - (c) Comprehensive Business Automobile Liability Insurance with limits of liability of not less than \$3,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.
 - (d) Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$5,000,000.
 - (e) 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.
 - (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 sixty (60) 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.
 - (f) Under coverage and certificates required under Sections 2(a) and 2(b) 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.
 - (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).
- (g) 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 Indemnatee.
- 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 Indemnatee 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://safety.fhwa.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.
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 charter bus services 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.**



Samson Tours inc has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.



Samson Tours inc 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**)
- 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

**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

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.25 Rate per mile

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.55 Rate per mile

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 5.00 Rate per mile

B. OUT OF STATE TRAVEL**1. Up to 35 passenger mini-bus**

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate \$ 4,356.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.25 Rate per mile

NOTE: The driver can drive for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate \$ 4,556.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.55 Rate per mile

NOTE: The driver can drive for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate \$ 4,956.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours

\$ 5.00 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:

Samson Tours Inc

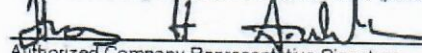
Company Name

Tom Sambdman

CMO

Authorized Company Representative Name (please print)

Title



18 October 2024

Authorized Company Representative Signature

Date

3745 Zip Industrial Blvd SE., Atlanta, GA 30354

Address

404-768-8687, ext 105

404-400-1962

Phone

Fax

tom@samsontoursinc.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).

[illegible]

*Attach additional names/pages as necessary

Samson Tours Inc

Offeror Company Name

John Sambdman

Company Representative ~~Name~~

John L. L.

Company Representative Signature

18 October 2024

Date _____

Driver's License List Report

Location Name : Samson Tours Inc.

Valid Medical
Certification
Yes or No

Employee Name	Driver Type	License State	License Number	Expires	Location
David Apperson	CDL	Georgia	50198584	7/28/2029	Samson Tours Inc.
Lameka Ambold	CDL	Georgia	24376585	5/25/2026	Samson Tours Inc.
Maximo Beattie	CDL	Georgia	060023248	11/2/2032	Samson Tours Inc.
Stephan Daruw	CDL	Georgia	5247216	1/6/2026	Samson Tours Inc.
Terry Davis	CDL	Georgia	61162355	10/5/2026	Samson Tours Inc.
Sharon Dyson	CDL	Georgia	43781665	4/14/2032	Samson Tours Inc.
Keasha Evans	CDL	Georgia	40323153	5/12/2032	Samson Tours Inc.
Justin Gibson	CDL	Georgia	51057430	5/27/2026	Samson Tours Inc.
Tchenevia Gist	CDL	Georgia	4963263	7/7/2027	Samson Tours Inc.
Tashana Hannah	CDL	Georgia	55162386	5/24/2027	Samson Tours Inc.
Takeyla Haskins	CDL	Georgia	55018810	6/7/2026	Samson Tours Inc.
Symedrea Hall	CDL	Georgia	51774882	8/13/2028	Samson Tours Inc.
Rodrick Hunter	CDL	Georgia	53075509	10/7/2027	Samson Tours Inc.
Spencer Jacob	CDL	Georgia	066320267	6/5/2026	Samson Tours Inc.
Lisa Lane	CDL	Georgia	60692826	11/27/2027	Samson Tours Inc.
Adelina Mays	CDL	Georgia	59314783	6/23/2026	Samson Tours Inc.
Myra Pearson	CDL	Georgia	22087224	1/13/2026	Samson Tours Inc.
Anthony Pettiford	CDL	Georgia	52636776	9/19/2027	Samson Tours Inc.
Lateon Phillips Sr	CDL	Georgia	54915610	1/24/2026	Samson Tours Inc.
Tyonna Porter	Non CDL	Georgia	58245824	7/11/2029	Samson Tours Inc.
Dequita Primrose	CDL	Georgia	53036639	5/23/2026	Samson Tours Inc.
Connie Simmons	CDL	Georgia	83682801	8/4/2025	Samson Tours Inc.
Lea Sowell	CDL	Georgia	50922620	11/30/2025	Samson Tours Inc.
Willie Spencer	CDL	Georgia	056167649	10/25/2032	Samson Tours Inc.
Charles Threats	CDL	Georgia	1347573	9/25/2027	Samson Tours Inc.
Aaron Williams	CDL	Georgia	59836215	2/8/2027	Samson Tours Inc.
Vincent Willis	CDL	Georgia	55085769	8/10/2027	Samson Tours Inc.

10/26/2024 1:41:44 PM

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					
2	LISTING IN SEPARATE DOCUMENT				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
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22					
23					
24					
25					

Attachment C RFP 25-472 Charter Bus Services Bus List Equipment Summary

Vehicle Mfg.	Year	Make	Model	Unit #	Seating Capacity	Vehicle License #	Wheelchair Lift Yes or No
BLUEBIRD	2015	BLUEBIRD	VISION	05929	48	DJH893	NO
BLUEBIRD	2015	BLUEBIRD	VISION	05930	49	DJH894	NO
BLUEBIRD	2015	BLUEBIRD	VISION	05969	50	DJT484	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14599	51	DOM239	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14500	52	DOM245	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14501	53	DOM240	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14503	54	C585AJ	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14504	55	C583AJ	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14512	56	DOM242	NO
BLUEBIRD	2015	BLUEBIRD	VISION	14513	57	DOM243	NO
FORD	2021	FORD	ADA VAN	17525	12+2	FAT530	YES
BLUEBIRD	2016	BLUEBIRD	VISION	23929	48	C867AH	NO
BLUEBIRD	2016	BLUEBIRD	VISION	23933	49	C587AJ	NO
BLUEBIRD	2016	BLUEBIRD	VISION	23934	50	C864AH	NO
BLUEBIRD	2017	BLUEBIRD	VISION	23936	51	C868AH	NO
BLUEBIRD	2017	BLUEBIRD	CV 3300	25128	52	C587AJ	NO
BLUEBIRD	2017	BLUEBIRD	CV 3300	25129	53	C584AJ	NO
VAN HOO	2016	VAN HOO	CX35	48848	38	C470DX	NO
VOLVO	2018	VOLVO	9700	88031	56	C9695A	NO
VOLVO	2018	VOLVO	9700	88032	56	C9694A	NO
VOLVO	2018	VOLVO	9700	89530	56	C469DX	NO
FORD	2019	FORD	Sprinter Van	91374	14	CMDK194	NO
VOLVO	2019	VOLVO	9700	94708	56	C690EC	NO

RFP 25-472 REVISED Attachment D- DCSD Locations & Addresses
Charter Bus Services
Page 1 of 2

DCSD School	School Address	City	State	Zip Code
Allgood ES	659 Allgood Road	Stone Mtn	GA	30083
Arabia Mountain HS	6610 Browns Mill Road	Lithonia	GA	30038
Ashford Park ES	2968 Cravenridge Drive NE	Atlanta	GA	30319
Austin ES	5321 Roberts Drive	Atlanta	GA	30338
Avondale ES	8 Lakeshore Drive	Avondale Estates	GA	30002
Barack H. Obama LMSI	3132 Clifton Church Road SE	Atlanta	GA	30316
Bethune, Mary McLeod MS	5200 Covington Highway	Decatur	GA	30035
Bob Mathis ES	3505 Boring Road	Decatur	GA	30034
Boule, Edward L. Sr. Theme ES	5100 Rock Springs Road	Lithonia	GA	30038
Briar Vista ES	1131 Briar Vista Terrace NE	Atlanta	GA	30324
Briarlake ES	3590 Lavista Road	Decatur	GA	30033
Brockett ES	1855 Brockett Road	Tucker	GA	30084
Browns Mill ES	4863 Browns Mill Road	Lithonia	GA	30038
Canby Lane ES	4150 Green Hawk Trail	Decatur	GA	30035
Cary Reynolds at Nancy Creek Site	1663 E. Nancy Creek Dr., NE	Atlanta	GA	30319
Cary Reynolds ES	3498 Pine Street	Atlanta	GA	30340
Cedar Grove ES	2330 River Road	Ellenwood	GA	30294
Cedar Grove HS	7360 River Road	Ellenwood	GA	30294
Cedar Grove MS	2300 Wilcutt Road	Decatur	GA	30034
Chamblee HS	3688 Chamblee Dunwoody Road	Atlanta	GA	30341
Chamblee MS	3601 Sexton Woods Drive	Atlanta	GA	30341
Champion Theme MS	5265 Mimsa Drive	Stone Mtn	GA	30083
Chapel Hill ES	3536 Raddcliffe Blvd	Decatur	GA	30034
Chapel Hill MS	3535 Dogwood Farm Road	Decatur	GA	30034
Chesnut ES	4576 N. Peachtree Road	Atlanta	GA	30338
Clarkston HS	618 North Indian Creek Drive	Clarkston	GA	30021
Columbia ES	3230 Columbia Woods Drive	Decatur	GA	30032
Columbia HS	2106 Columbia Drive	Decatur	GA	30032
Columbia MS	3001 Columbia Drive	Decatur	GA	30034
Coralwood Center	2477 Coralwood Dr.	Decatur	GA	30033
Cross Keys HS	1626 N. Druid Hills Road NE	Atlanta	GA	30319
DeKalb Alternative School	5855 Memorial Drive	Stone Mtn	GA	30083
DeKalb Arts Academy	3131 Old Rockbridge Rd.	Avondale Estates	GA	30002
DeKalb Early College Academy	1701 Mountain Industrial Blvd.	Stone Mtn	GA	30083
DeKalb HS of Technology-South	3303 Panthersville Road	Decatur	GA	30034
DeKalb School of the Arts	1192 Clarendon Avenue	Avondale Estates	GA	30002
Doraville United ES	3630 Shallowford Rd	Doraville	GA	30340
Dresden ES	2449 Dresden Drive	Atlanta	GA	30341
Druid Hills HS	1798 Haygood Drive NE	Atlanta	GA	30307
Druid Hills MS	3100 Mount Olive Drive	Decatur	GA	30033
Dunale ES	651 S Indian Creek Drive	Stone Mtn	GA	30083
Dunwoody ES	1923 Womack Rd	Dunwoody	GA	30348
Dunwoody HS	5035 Vermack Road	Atlanta	GA	30338
E. L. Miller ES	919 Martin Rd	Stone Mtn	GA	30088
Eagle Woods Academy	5931 Shadow Rock Drive	Lithonia	GA	30058
Early Learning Academy	797 Fayetteville Road SE	Atlanta	GA	30316
Elizabeth Andrews HS	1701 Mountain Industrial Blvd	Stone Mtn	GA	30083
Evansdale ES	2914 Evans Woods Drive	Atlanta	GA	30340
Fairington ES	5505 Phillip Bradley Drive	Lithonia	GA	30038
Fernbank ES	157 Heaton Park Drive, NE	Atlanta	GA	30307
Fernbank Science Center	156 Heaton Park Drive, NE	Atlanta	GA	30307
Flat Rock ES	4603 Evans Mill Road	Lithonia	GA	30038
Flat Shoals ES	3226 Flat Shoals Road	Decatur	GA	30034
Freedom MS	505 South Harrison Road	Stone Mtn	GA	30088
Hambrick ES	1101 Hambrick Road	Stone Mtn	GA	30083
Hawthorne ES	2535 Caladium Drive, NE	Atlanta	GA	30345
Henderson Mill ES	2408 Henderson Mill Road, NE	Atlanta	GA	30345
Henderson MS	2830 Henderson Mill Road	Atlanta	GA	30341
Hightower ES	4236 Tilly Mill Road	Atlanta	GA	30360
Huntley Hills ES	2112 Seaman Circle	Atlanta	GA	30341
Idlewood ES	1484 Idlewood Road	Tucker	GA	30084
Indian Creek ES	724 N Indian Creek Drive	Clarkston	GA	30021
International Student Center	3318 Midway Road	Decatur	GA	30032
John Lewis ES	2630 Skyland Drive	Atlanta	GA	30319
Jolly ES	1070 Otello Avenue	Clarkston	GA	30021
Kelley Lake ES	2590 Kelly Lake Road	Decatur	GA	30032
Kingsley ES	2051 Brendon Drive	Atlanta	GA	30338

RFP 25-472 REVISED Attachment D-DCSD Locations & Addresses
 Charter Bus Services
 Page 2 of 2

Kittredge Magnet	2383 N Druid Hills Rd NE	Atlanta	GA	30329
Lakeside HS	3801 Briarcliff Road, NE	Atlanta	GA	30345
Laurel Ridge ES	1215 Balsam Drive	Decatur	GA	30033
Lithonia HS	2440 Phillips Road	Lithonia	GA	30058
Lithonia MS	2451 Randall Avenue	Lithonia	GA	30058
Livsey ES	4137 Livsey Road	Tucker	GA	30084
Marbut Theme ES	5776 Marbut Road	Lithonia	GA	30058
Margaret Harris Comprehensive School	1634 Knob Hill Drive, NE	Atlanta	GA	30329
Martin Luther King, Jr. HS	3991 Snapfinger Road	Lithonia	GA	30038
McLendon ES	3169 Hollywood Drive	Decatur	GA	30033
McNair DLA ES	2162 Second Ave.	Decatur	GA	30032
McNair, Ronald E. HS	1804 Bouldercrest Road, SE	Atlanta	GA	30316
McNair, Ronald E. MS	2190 Wallingford Drive	Decatur	GA	30032
Midvale ES	3836 Midvale Road	Tucker	GA	30084
Miller Grove HS	2645 DeKalb Medical Parkway	Lithonia	GA	30058
Miller Grove MS	2215 Miller Road	Decatur	GA	30035
Montclair ES	1680 Clairmont Place, NE	Atlanta	GA	30329
Montgomery ES	3995 Ashford Dunwoody Road	Atlanta	GA	30319
Murphy Candler ES	6775 S Goddard Road	Lithonia	GA	30038
Narvie J. Harris Theme ES	3981 McGill Drive	Decatur	GA	30034
Oak Grove ES	1857 Oak Grove Road, NE	Atlanta	GA	30345
Oak View ES	3574 Oakvale Road	Decatur	GA	30034
Oakcliff Theme ES	3150 Willow Oak Way	Atlanta	GA	30340
Panola Way ES	2170 Panola Way Court	Lithonia	GA	30058
Peachcrest ES	1530 Joy Lane	Decatur	GA	30032
Peachtree MS	4664 N Peachtree Road	Atlanta	GA	30348
Pine Ridge ES	750 Pine Ridge Dr	Stone Mtn	GA	30087
Pleasantdale ES	3680 Pleasantdale Road	Doraville	GA	30340
Princeton ES	1321 South Dexton Road	Lithonia	GA	30058
Rainbow ES	2801 Kelley Chapel Road	Decatur	GA	30034
Redan ES	1914 Stone Mtn Lithonia Rd	Lithonia	GA	30058
Redan HS	5247 Redan Road	Stone Mtn	GA	30088
Redan MS	1775 Young Road	Lithonia	GA	30058
Robert Shaw Theme ES	385 Glendale Road	Scottsdale	GA	30079
Rock Chapel ES	1130 Rock Chapel Road	Lithonia	GA	30058
Rockbridge ES	445 Halwick Way	Stone Mtn	GA	30083
Rowland ES	1317 S Indian Creek Drive	Stone Mtn	GA	30083
Sagamore Hills ES	1865 Alderbrook Road	Atlanta	GA	30345
Salem MS	5333 Salem Road	Lithonia	GA	30038
Sequoyah MS	3456 Azter Road	Atlanta	GA	30340
Shadow Rock Center	1040 Kingsway Drive	Lithonia	GA	30058
Shadow Rock ES	1040 Kingsway Drive	Lithonia	GA	30058
Smoke Rise ES	4780 Hugh Howell Road	Tucker	GA	30084
Snapfinger ES	1365 Snapfinger Road	Decatur	GA	30032
Southwest DeKalb HS	2863 Kelley Chapel Road	Decatur	GA	30034
Stephenson HS	701 Stephenson Road	Stone Mtn	GA	30087
Stephenson MS	922 Stephenson Road	Stone Mtn	GA	30087
Stone Mill ES	4900 Sheila Lane	Stone Mtn	GA	30083
Stone Mountain ES	6720 James B. Rivers Dr	Stone Mtn	GA	30083
Stone Mountain HS	4555 Central Drive	Stone Mtn	GA	30083
Stone Mountain MS	4501 Sarr Parkway	Stone Mtn	GA	30083
Stoneview ES	2629 Haber Street	Lithonia	GA	30058
Toney ES	2701 Oakland Terrace	Decatur	GA	30032
Towers HS	3919 Brookcrest Circle	Decatur	GA	30032
Tucker HS	5036 Lavista Road	Tucker	GA	30084
Tucker MS	2160 Idlewood Road	Tucker	GA	30084
Vanderlyn ES	1877 Vanderlyn Drive	Atlanta	GA	30338
Wadsworth Magnet	3039 Santa Monica Drive	Decatur	GA	30032
Warren Technical School	3075 Alton Road	Atlanta	GA	30341
Woodridge ES	4120 Cedar Ridge Trail	Stone Mtn	GA	30083
Woodward ES	3034 Curtis Drive, NE	Atlanta	GA	30319
Wynbrooke Theme ES	440 Wicksbury Way	Stone Mtn	GA	30087

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:

Samson Tours Inc

Company Name/Certifying Official Signature

Date: 18 October 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:

Samson Tours Inc

Company Name/Certifying Official Signature



Date: 18 October 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."

OK 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.

OK 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.

OK 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.

OK Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II.

OK 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.

OK 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.

OK Offeror understands that this solicitation requires Board of Education Approval.

Signature of Company Representative:

Samson Tours Inc. [Signature]
Company Name/Certifying Official Signature

Date: 18 October 2024

Attachment H
RFP 25-472
Charter Bus Services

OFFEROR'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Georgia Army National Guard

Company Name Providing Reference

935 E. CONFEDERATE AVE. ATLANTA, GA 30316

Address City/State/Zip

William Hodges

Name of Contact Person

(678) 569-6397

Telephone Number of Contact Person

william.a.hodges.civ@army.mil

Email Address of Contact Person

2005 TO PRESENT

Date/Duration of Service Relationship

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

Samson Tours provides DOD approved military
transportation as per each contract. These trips are usually
from base to base for training purposes.

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.)

Westminster School
Company Name Providing Reference
1424 W Paces Ferry Rd NW, Atlanta, GA 30327
Address **City/State/Zip**
Thomas Ruotolo
Name of Contact Person
678-634-3202
Telephone Number of Contact Person
thomasruotolo@westminster.net
Email Address of Contact Person
2009 to present
Date/Duration of Service Relationship

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

Samson Tours provides motor coach and school bus charter services both
in state and out of state for academics and sports teams. Samson also
provided employee shuttle services for construction projects for
Westminster

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.)

Purpose Built Schools Atlanta

Company Name Providing Reference

1670 Benjamin Weldon
Bickers Dr SE Atlanta GA 30315

Address **City/State/Zip**

James Flagg

Name of Contact Person

(470) 962-1687

Telephone Number of Contact Person

jflagg@pbsatl.org

Email Address of Contact Person

2019 to present

Date/Duration of Service Relationship

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

Samson Tours provides daily school route service and charter
services for teams and academic groups.

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.

Samson Tours Inc

Offeror Company Name

John Sambdman

Company Representative Name



Company Representative Signature

18 October 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: Samson Tours Inc. 
(Offeror Company Name/Certifying Official Signature)

Date 18 October 2024

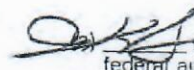
Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

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.

 (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 _____ (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.

 (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

 (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.

 (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

18 October 2024
Date

308308

2 March 2010

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: Samson Tours Inc

Street/Mailing Address: 3745 Zip industrial Blvd SE

City, State, Zip Code: Atlanta, GA 30354

Telephone Number: 404-768-8687

Email Address: john@samsontoursinc.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18th DAY OF October, 20 24

Notary Public Lee Sowell

My Commission Expires: 6/14/2026

LEE SOWELL
NOTARY PUBLIC
Troup County
State of Georgia
My Comm. Expires June 14, 2026

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: 308308

Date of Authorization: 2 March 2010

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 Oct 18th, 2004 in Atlanta GA
(city) (state)

Signature of Authorized Officer or Agent: [Signature]

Printed Name and Title of Authorized Agent: Tom Sambdman CMO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF October, 2004.

Notary Public: [Signature]

My Commission Expires: 6/14/2021

LEE SOWELL
NOTARY PUBLIC
Troup County
State of Georgia
My Comm. Expires June 14, 2026

DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of 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 in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 308308

Date of Authorization: 2 March 2010

Name of Subcontractor: Samson Tours Inc

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 Oct. 18th, 2024 in Atlanta GA
(city) (state)

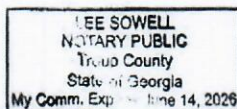
Signature of Authorized Officer or Agent [Signature]

Printed Name and Title of Authorized Agent: Tom Sambdman CMO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF October, 2024.

Notary Public [Signature]

My Commission Expires: 6/14/2024



Not Applicable

DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ 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 in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

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 _____ 20____ at _____ (city) _____ (state)

Signature of Authorized Officer or Agent: _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____ 20____

Notary Public _____

My Commission Expires: _____

Not Applicable

DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ and _____ 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 in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

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 _____, 20____ in _____ (city) _____ (state)

Signature of Authorized Officer or Agent: _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____ 20____

Notary Public _____

My Commission Expires: _____

ATTACHMENT L
SAMPLE SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND Samson Tours inc

Service Provider: Samson Tours Inc
Project Name: Dekalb County Charter bus Services
Address: 3745 Zip Industrial Blvd SE
Atlanta GA 30354

RFP No.: 25-472
Description: Charter Bus Services

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Samson Tours Inc (hereinafter the "Service Provider") whose physical address is 1240 J. P. Riddick Blvd SE, Atlanta, GA 30316. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide Charter bus services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide Charter bus services; and

WHEREAS, the Service Provider remains agreeable to provide DCSD the Charter bus services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein,

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. **25-472 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive Signed by the Superintendent and dated _____ **(Exhibit C)**, and
- e. Notice of Award dated _____ **(Exhibit D)**.

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement.
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as

Exhibit "A;"

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1**PARTIES TO THE SERVICE AGREEMENT**

The DCSD's address and its contact person are:

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

Attention: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Horton, Superintendent

The Service Provider's contact information is:

Company Name: Samson Tours Inc
Address: 3745 Zip industrial Blvd SE

Atlanta, GA 30354

Contact Person: Tom Sambdman
Title: CMO

Phone No. Office: 404-768-8687

Email: tom@samsonstoursinc.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.
- 2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A. § 20-2-506(b), DCSD's total obligation under this Agreement is as follows:

FY 2024 \$ _____

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal ~~charter bus services~~ to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP ~~#25-472~~, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Vendor Services Executive Director, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Price modification requests may only be made once annually and, if approved, will only become effective upon the next renewal of the Agreement. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect at the next renewal of the Agreement.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s), and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider

shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9**RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10**OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all rights, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The

Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD.

ARTICLE 15**SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16**SUCCESSORS AND ASSIGNS**

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17**INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Professional Liability	
Umbrella or Excess Insurance	

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

17.5 Certificates of Insurance must be executed with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD's performance under this Service Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD.

The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25**ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26**MISCELLANEOUS**

c. 26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

d. 26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider's services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

e. 26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

f. 26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

g. 26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, 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 Service Provider. Additionally, any charges against the Service Provider, or personnel, 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 personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD

DEKALB COUNTY SCHOOL DISTRICT

By _____
[Signature]

Dr. Devon Horton, Superintendent

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083_____
[Date of Execution]

SERVICE PROVIDER

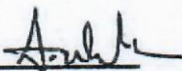
Samson Tours IncBy  H 
[Signature] [SEAL]Print Name Tom SambdmanTitle CMO3745 Zip Industrial Blvd SE
Atlanta, GA 30354
Address18 OCTOBER 2024
[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 25-472

For

Charter Bus Services

**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

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.25 Rate per mile

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 4.55 Rate per mile

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate

*Number of hours required to convert to daily rate 10 hours

\$ 5.00 Rate per mile

B. OUT OF STATE TRAVEL**1. Up to 35 passenger mini-bus**

\$ 1,199.00 for first 5 hours and \$ 145.00 per hour thereafter

\$ 2,178.00 *Daily Rate \$ 4,356.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.25 Rate per mile

NOTE: The driver can driver for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

2. Up to 40 passenger mini-coach

\$ 1,399.00 for first 5 hours and \$ 150.00 per hour thereafter

\$ 2,278.00 *Daily Rate \$ 4,556.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours of drive time

\$ 4.55 Rate per mile

NOTE: The driver can drive for ten hours and be on duty a total of 15 hours in a 24 hour period. We call the extra driver a relay driver used for trips that require more the 10 hours of drive time in a 24 hour period. Almost none of your trips will need a relay driver.

3. Up to 56 passenger full-size coach

\$ 1,599.00 for first 5 hours and \$ 160.00 per hour thereafter

\$ 2,478.00 *Daily Rate \$ 4,956.00 Overnight Rate This covers two days of service

*Number of hours required to convert to daily rate 10 hours

\$ 450.00 Per day extra driver charge for trips that exceed 10 hours

\$ 5.00 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:

Samson Tours Inc

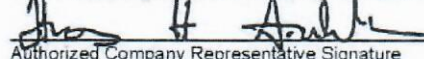
Company Name

Tom Sambdman

CMO

Authorized Company Representative Name (please print)

Title



18 October 2024

Authorized Company Representative Signature

Date

3745 Zip Industrial Blvd SE., Atlanta, GA 30354

Address

404-768-8687, ext 105

404-400-1962

Phone

Fax

tom@samsontoursInc.com

Email

SAVE AFFIDAVIT

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT PURSUANT TO O.C.G.A. § 50-36-1(E)(2) SUBMITTED TO DEPARTMENT OF FINANCE - OFFICE OF REVENUE

By executing this affidavit under oath, as an applicant for an **Occupational Tax Certificate** [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from the City of Atlanta, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.
Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2) _____ I am a legal permanent resident of the United States. **
Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **
Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

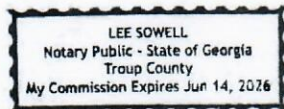
My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Atlanta (City), GA (State)



Ths Avel 10/17/2024
Signature of Applicant Date

Thomas Sambdron
Printed Name of Applicant

Samson Tours Inc
Name of Business

LGB-145206-2020
Business License Acct No.

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE 17th DAY OF October, 2024

Lee Sowell
NOTARY PUBLIC / SEAL

My Commission
Expires: 6/14/26

License Year 2024

**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: 308308

Date of Authorization: 2 March 2010

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 Oct 18th, 2009 in Atlanta (city) GA (state)

Signature of Authorized Officer or Agent: [Signature]

Printed Name and Title of Authorized Agent: Tom Sambdman CMO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF October, 2009.

Notary Public: [Signature]

My Commission Expires: 6/14/2021

LEE SOWELL
NOTARY PUBLIC
Troup County
State of Georgia
My Comm. Expires June 14, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2023

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 have ADDITIONAL INSURED provisions or 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 Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327	CONTACT NAME: Tanya Roberts PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: troberts@ironwoodins.com
INSURED Samson Tours, Inc. dba Samson Trailways First Named Insured Team One Contract Services, LLC 960 North Point Parkway, Suite 300 Alpharetta GA 30005	INSURER(S) AFFORDING COVERAGE INSURER A: Safety First Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 1123

COVERAGES **CERTIFICATE NUMBER:** 24-25 Samson **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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPO/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC4067872	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Team One Customer: Samson Tours, Inc. dba Samson Trailways

CERTIFICATE HOLDER Samson Tours, Inc. 3745 Zip Industrial Blvd SE Atlanta GA 30354	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 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

EXHIBIT "D"

Notice of Award Letter Dated _____

END OF EXHIBITS

Attachment M
RFP 25-472
Charter Bus Services

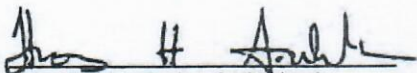
SIGNATURE PAGE

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.

Tom Sambdman
Printed Name/Engaging Authorized
Company Official

CMO
Position/Title

Samson Tours Inc
Offeror's Company Name


Signature/Engaging Authorized
Company Official

tom@samsontoursinc.com
E-mail Address

404-768-8687, ext 105, 106
Telephone Number

18 OCTOBER 2024
Date

END OF RFP



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.


COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 1 to RFP 25-472 Charter Bus Services



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.

A handwritten signature in black ink, appearing to read "John Lee", is written over a horizontal line.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 2 to RFP 25-472 Charter Bus Services



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.

Samson Tours Inc 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 2 to RFP 25-472 Charter Bus Services



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.

Samson Tours Inc 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
Addendum No. 4 to RFP 25-472 Charter Bus Services



Location Name: Samson Tours Inc.

Employee Name	EID	Waiver	Expires On	Location	City	State
Charles Threats	6597	Medical Card	5/28/2026	Samson Tours Inc	ATLANTA	Georgia
Arietha Mays	7559	Medical Card	5/9/2026	Samson Tours Inc	STOCKBRIDGE	Georgia
Tekeyia Haskins	9757	Medical Card	2/1/2026	Samson Tours Inc	LITHONIA	Georgia
Larneka Arnold	6627	Medical Card	1/17/2026	Samson Tours Inc	JONESBORO	Georgia
Connie Simmons	8806	Medical Card	10/3/2025	Samson Tours Inc	UNION CITY	Georgia
Roderick Hunter	PS0005	Medical Card	9/12/2025	Samson Tours Inc	COLLEGE PARK	Georgia
Anthony Pettiford	6651	Medical Card	8/21/2025	Samson Tours Inc	FAIRBURN	Georgia
Dequita Primrose	6574	Medical Card	7/21/2025	Samson Tours Inc	MCDONOUGH	Georgia
Kecsha Evans	6557	Medical Card	7/5/2025	Samson Tours Inc	COLLEGE PARK	Georgia
Sharon Dyson	6599	Medical Card	6/28/2025	Samson Tours Inc	DECATUR	Georgia
Terry Davis	7677	Medical Card	6/14/2025	Samson Tours Inc	Douglasville	Georgia
Spencer Jacob	6563	Medical Card	4/10/2025	Samson Tours Inc	Jonesboro	Georgia
Maxine Beene	PS0001	Medical Card	4/9/2025	Samson Tours Inc	ATLANTA	Georgia
Latwon Phillips Sr	6566	Medical Card	3/27/2025	Samson Tours Inc	EAST POINT	Georgia
Myra Pearson	6588	Medical Card	2/20/2025	Samson Tours Inc	ATLANTA	Georgia
Tashana Hannah	6628	Medical Card	2/5/2025	Samson Tours Inc	ATLANTA	Georgia
Stephan Darrow	6624	Medical Card	2/2/2025	Samson Tours Inc	HAPEVILLE	Georgia
Lisa Lane	8467	Medical Card	2/2/2025	Samson Tours Inc	STONE MOUNTAIN	Georgia
Justin Gibson	6619	Medical Card	12/20/2024	Samson Tours Inc	MONTICELLO	Georgia
Aaron Williams	6613	Medical Card	12/19/2024	Samson Tours Inc	HAMPTON	Georgia
Symethia Holt	6612	Medical Card	12/4/2024	Samson Tours Inc	LITHONIA	Georgia
Willie Spencer	6611	Medical Card	12/1/2024	Samson Tours Inc	ATLANTA	Georgia
Tehneria Gist	8621	Medical Card	11/30/2024	Samson Tours Inc	CONYERS	Georgia
Vincent Wilins	6578	Medical Card	10/31/2024	Samson Tours Inc	AVONDALE ESTATES	Georgia

10/21/2024 2:44:16 PM

1

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

EXHIBIT "D"



Finance

April 23, 2025

Samson Tours, Inc
Attn: Tom Sambdman
3745 Zip Industrial Blvd, SE
Atlanta, GA 30354

EMAIL: tom@samsontoursinc.com john@samsontoursinc.com

RE: Notice of Award – RFP 25-472 Charter Bus Services

Mr. Tom Sambdman:

This is to notify you that your bid for the above referenced project has been accepted. Accordingly, the accompanying Service Agreement is awarded to Samson Tours, Inc contingent on the following:

- 1) Attached is a copy of the **Service Agreement** for the above referenced project between the DeKalb County Board of Education and **Samson Tours, Inc** for your review and execution. The service agreement must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, a copy of the contracts will be returned for your use.
- 2) Presentation of satisfactory Certificate of Insurance in accordance with Article 17 of the contract. All liability policies shall name the Owner, the DeKalb County School District, and the DeKalb County Board of Education as an additional insured.
- 3) A criminal background check must be performed on all **Samson Tours, Inc** employees, project subcontractors and vendors performing work on DCSD property under this contract. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of \$45.00 per individual. Background checks should be coordinated with Julia Holley, Procurement Clerk. Ms. Holley may be reached at julia_holley@dekalbschoolsga.org. **NO ONE ASSIGNED TO THIS CONTRACT WILL BE ALLOWED ON ANY DCSD SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.**
- 4) **Samson Tours, Inc** shall provide each of their employees and all subcontracted employees with proper identification issued by DCSD Public Safety Department. This identification must be worn on the outer garment at all times when on DCSD premises.
- 5) Vendors are required to register through the Vendor Self Service Portal. The Vendor Self Service Portal is located at <https://dekalb.muniselfservice.com/Vendors/default.aspx>.

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Blvd | Stone Mountain, GA 30083
678.676.0110 | www.dekalbschoolsga.org

- 6) You are reminded not to begin performance of the work until you receive a fully executed copy of the service agreement and a district issued purchase order. The DeKalb County Board of Education is not liable for costs incurred by **Samson Tours, Inc** for work performed prior to the issuance of a purchase order.
- 7) Upon receipt of the executed contract by **Samson Tours, Inc** and an acceptable Certificate of Insurance as outlined above, a (Kick-off Meeting) will be scheduled by the Project Manager or End User department.

If you have any questions or concerns regarding this award, give us a call at 678-676-0217.

Thank you for your interest and cooperation on behalf of the DeKalb County School District.

Sincerely,

Weyman F. Christopher

Weyman F. Christopher, NIGP-CPP, CPPB, CPPO
Procurement Manager III, Non-Capital

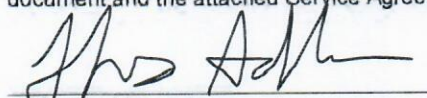
Attachment: Service Agreement

cc: Division Chief
Department Head/Executive Director
Project Manager or Director
Ms. Carla L. Smith

CLS/WFC

ACKNOWLEDGMENT

Samson Tours, Inc hereby acknowledges DeKalb County School District's offer of award of RFP 25-472 Charter Bus Services, at the same prices, terms, and conditions as stated in the original solicitation document and the attached Service Agreement.


Authorized Signatory

Thomas Sambdman

Name (Typed or Printed)

5/6/2025

Date

CMO

Title of Authorized Signatory

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Blvd | Stone Mountain, GA 30083
678.676.0110 | www.dekalbschoolsga.org

END OF EXHIBITS