



PUBLIC EDUCATION AND OUTREACH

STAFF REPORT

To: SBWMA Board Members
From: Emi Hashizume, Environmental Education Manager
Grant Ligon, Senior Management Analyst
Date: January 30, 2020 Board of Directors Meeting
Subject: Resolution Approving One-Year Base Contract with up to Two Additional Option Years for a Not-to-Exceed Total Contract value of \$99,000 with Royal Coach Tours for SBWMA Environmental Education Programs Busing Services

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2020-06 attached hereto authorizing the approval of a one-year base contract with up to two additional option years for a total contract value of \$99,000 with Royal Coach Tours for student bus services for the Shoreway Tour Program.

Summary

To meet current and necessary transportation needs and to satisfy a public procurement review via the RFP process, Staff recommends executing a contract with Royal Coach Tours for bus services for a base year term of not-to-exceed amount of \$33,000, with the ability to execute up to two additional optional years for a total not-to-exceed amount of \$99,000 This amount include a 10% contingency to allow for expanded program use, as necessary.

Analysis

The SBWMA recognizes that procuring bus services is a large expense for schools – the high cost of student transportation is often a barrier that prevents classes from underserved and low-income communities from participating in off-campus field trips. To better accommodate all schools and offer more equitable and inclusive programming, the Shoreway Tours Program provides no-cost busing to 3rd through 5th grade classes from schools located in the SBWMA service area.

An RFP for bus services was issued to fourteen (14) companies on Monday, January 6, 2020 and an ad was posted in the San Mateo Daily Journal. The SBWMA received nine (9) proposals by the January 14, 2020 deadline.

SBWMA Staff completed an initial review of all proposals and narrowed them down to four (4) based on quality of proposal and pricing structure. The proposals were briefly discussed with the Public Education and Outreach Subcommittee at a meeting on January 16, 2020. The Public Education and Outreach Subcommittee reviewers consisted of Andra Lorenz (Foster City TAC member), Gordon Tong (San Mateo County TAC member), Mia Rossi (Recology Waste Zero Manager), Joe La Mariana (SBWMA Executive Director), Emi Hashizume (SBWMA Environmental Education Manager), Julia Au (SBWMA Outreach and Communications Manager) and Joanna Rosales (SBWMA Outreach and Communications Coordinator). After contacting the top four (4) candidates and their references with follow-up questions, Staff further narrowed down the proposals to two (2) finalists based on the following criteria:

- quality of proposal
- pricing structure
- scheduling and cancellation policies
- proximity of local dispatch center and company headquarters
- staff responsiveness
- references
- experience with similar agencies

Based on Royal Coach Tours' second-to-lowest trip rate (compared to the other eight proposals), highly responsive management, and strong references, Staff recommends Royal Coach Tours as the company to provide transportation services to classes participating in the Shoreway Tour Program. The proposed contract with Royal Coach Tours is in **Exhibit A**, which includes a full scope of work, timeline, and detailed costs.

Background

The Shoreway Tour Program currently utilizes First Student for bus services. First Student has been the bus service provider for the agency since 2012 due to the low price-per-trip costs compared to competitor companies. The Shoreway Environmental Center hosts well over a hundred school tours a year and necessitates a transportation provider that reflects the high standards of SBWMA.

Fiscal Impact

The adopted FY 19/20 budget includes \$33,000 for busing services. SBWMA currently pays an average of \$337 per trip with First Student. With the approval of the recommended contract with Royal Coach Tours, the Agency will pay \$480 per trip for a significantly higher level of service. This adjusted price will result in an increase to FY19/20 budget of about \$5k due to the cost differential for the remaining tours through this remaining academic year. This will not substantively impact on our mid-year budget projections.

Attachments:

Resolution 2020-06

Exhibit A - Proposed Contract with Royal Coach Tours, Scope of Work includes Royal Coach Tours' RFP Response

Attachment A – School Tours Bus Transportation Services RFP



RESOLUTION NO. 2020-06

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A ONE YEAR BASE CONTRACT WITH UP TO TWO ADDITIONAL OPTION YEARS FOR A TOTAL CONTRACT VALUE OF \$99,000 WITH ROYAL COACH TOURS FOR ENVIRONMENTAL EDUCATON PROGRAM BUSING SERVICES

WHEREAS, the SBWMA Board of Directors has considered entering into an agreement with Royal Coach Tours for the purpose of providing the following services:

Transportation services for one base year starting January 31, 2020 as described in the Contract attached hereto as **Exhibit A**, and;

WHEREAS, no-cost bus transportation for students in the SBWMA service area is an important and vital component of the Shoreway Tour Program;

WHEREAS, the current bus company does not coordinate efficiently or effectively with Staff and does not reflect the Agency's high standard of service;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a one-year contract with Royal Coach Tours for student bus services with a not-to-exceed budget of \$33,000, with the possible execution of an optional term up to two additional years, for a total contract value not-to-exceed \$99,000.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 30th day of January, 2020, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2020-06 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January 30, 2020.

ATTEST:

Jess E (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES FOR
SCHOOL TOURS BUS TRANSPORTATION SERVICES

This Agreement is made and entered into as of the 30th day of January, 2020 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and ROYAL COACH TOURS, INC. hereinafter called "VENDOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That AUTHORITY desires to engage VENDOR to provide a product and/or services to the AUTHORITY;
- B. That VENDOR is qualified to provide the product and/or services to the AUTHORITY and;
- C. That the AUTHORITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement and Exhibit A supersede and prevail over any terms set forth in Exhibit C.

- B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon December 31st, 2020 unless extended at AUTHORITY's sole discretion for up to two (2) one-year

terms. AUTHORITY shall give VENDOR notice of its intent to extend at least ninety (90) days prior to the end of the existing term.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. AUTHORITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \$30,000 (Thirty Thousand Dollars) per year unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by AUTHORITY's Executive Director (for contracts less than \$50,000) or Board of Directors (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event AUTHORITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by AUTHORITY's Executive Director (for contracts less than \$50,000) or Board of Directors (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent

modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to AUTHORITY for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY
8. Relationship of Parties. It is understood that the relationship of VENDOR to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the AUTHORITY.
9. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

VENDOR acknowledges the importance to AUTHORITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of VENDOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VENDOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY's Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the AUTHORITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader

coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

VENDOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by VENDOR shall agree to be bound to VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. VENDOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish AUTHORITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the AUTHORITY, its boards, officers, employees and agents, as additional insureds; and
- (c) Providing the additional insured coverage under VENDOR's insurance policy shall be primary and non-contributory insurance with respect to AUTHORITY, its boards, officers, employees and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, or agents shall be in excess of VENDOR's insurance and not contributory with it. VENDOR and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision

that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named VENDOR/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

VENDOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.

12. WORKERS' COMPENSATION. VENDOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.

14. Notice. All notices required by this Agreement shall be given to the AUTHORITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm St, Suite 202
San Carlos, CA 94070
Attention: Grant Ligon, Management Analyst
Emi Hashizume, Environmental Education
Manager

VENDOR: Royal Coach Tours, Inc.
630 Stockton Ave.
San Jose, CA 95126
Attention: Lynee Craddock, Sales Manager

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making

a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

- 20. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
- 21. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____
Joe LaMariana, Executive Director

ATTEST:

Dated: _____
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: _____
Jean Savaree, Legal Counsel

VENDOR

Dated: _____
Lynee Craddock, Sales Manager

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR BUS TRANSPORTATION SERVICES

Scope of Deliverables and Services:

The services to be performed by VENDOR under this Agreement are outlined in the *Scope of Work* (see below). Performance of the work specified in the *Scope of Work* is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of AUTHORITY and VENDOR.

Project Schedule:

Busing services shall be scheduled as needed. The term of this Agreement shall commence on or around January 31st, 2020 and terminate on December 31st, 2020. At most around seven bus trips per week will be required, or which half would need pick-up from schools at 8:45am and then from Shoreway at 11am (after morning tour ends). The other half would need pick-up from schools at 11:45am and from Shoreway at 2pm (after afternoon tour ends).

Scope of Work:

Royal Coach Tours, Inc. (herein VENDOR) will provide bus transportation to and from the Shoreway Environmental Education Center, located at 333 Shoreway Road San Carlos, California from schools located within the South Bayside Waste Management's (herein SBWMA) service area. Member agencies include the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos and San Mateo, the towns of Atherton and Hillsborough, the County of San Mateo and the West Bay Sanitary District.

Buses will be scheduled as needed. The Environmental Education Manager, or designee, will contact VENDOR to make busing arrangements no less than a week in advance of the planned event. The Environmental Education Manager will provide email or phone call requests and/or changes to scheduling of buses. The Environmental Education Manager will provide pick up and drop off times for scheduled buses. VENDOR will provide written/email confirmation of all scheduled requests two weeks before the scheduled bus trips or within one week of request, with confirmation emails to include the name of the driver. If less than seven days prior notice has not been given on cancellation of bus service scheduled pursuant to this agreement, SBWMA will pay the full applicable charge (busing service charge) to VENDOR.

If VENDOR cancels bus service without 24 hours' notice to the Environmental Education Manager, VENDOR will arrange for comparable bus service from another provider at no added cost to SBWMA and will immediately notify the Environmental

Education Manager. If alternate bus service cannot be provided, or if a scheduled pickup or drop off is more than 30 minutes late, SBWMA and the affected school will incur costs to reschedule classroom activities, loss of staff time, and inconvenience to the public served by the SBWMA's programs. As a remedy of VENDOR's failure to provide service, the VENDOR will, at SBWMA's discretion either: (1) provide bus services on an alternative date selected by SBWMA at no charge to SBWMA or; (2) pay liquidated damages to the SBWMA in an amount equal to busing services charge. If VENDOR driver expects to arrive at the pre-scheduled school site later than 15 minutes after the appointed time, VENDOR will notify the Environmental Education Manager and school site with estimated time of arrival. If no such notification has been received, buses arriving later than 30 minutes after the appointed time will be considered to have been cancelled by VENDOR without 24 hours' notice.

Tours to the Environmental Education Center are provided to schools throughout the 12 Member Agencies of SBWMA and multiple tours may occur on the same day. This will require that VENDOR provide two individual buses on such days. All buses provided by VENDOR shall be in good working order and equipped to provide the bus transportation services required by this Agreement.

Certifications:

1. Each bus used by VENDOR that is providing bus transportation services pursuant to this Agreement must be currently certified by the California Highway Patrol as a School Pupil Activity Bus (SPAB) and must possess and display its SPAB certificate as required by law.
2. VENDOR motor carrier terminals and maintenance facilities shall maintain, throughout the term of this Agreement, a safety compliance rating of Satisfactory, as assigned by the California Highway Patrol (CHP). A current copy of your CHP rating report shall be forwarded to the Environmental Education Manager.
3. VENDOR shall notify SBWMA in writing within 24 hours of any change in status or of change rating assigned by the California Highway Patrol to VENDOR's motor carrier terminals and maintenance. Failure to keep the agencies informed of your rating can void any and all agreements between SBWMA and VENDOR. VENDOR will not receive compensation for any remaining trips due to an unsatisfactory rating with the California Highway Patrol.
4. Upon request by SBWMA at any time after this agreement, VENDOR shall immediately deliver to SBWMA copies of any and all certificates or inspection reports required by this Section and the California Highway Patrol.
5. Upon request by SBWMA or school officials, including teachers, at any time immediately before, during or after a scheduled field trip, drivers employed by VENDOR to provide bus transportation service pursuant to this Agreement shall immediately produce for inspection valid evidence of their current certification to drive a School Pupil Activity Bus.

EXHIBIT B

VENDOR'S FEES and PAYMENT MILESTONES

Summary

Total Contract Services:

Payment under this Agreement shall be as per Exhibit A, not to exceed \$30,000 per year.

Itemized Fees:

VENDOR will submit invoices to SBWMA for payment of serviced tours. The amount for each bus trip will be \$480 for below or up to a 3 hour (minimum), plus \$110 per hour in excess of 3 hours per bus trip. Trip is defined as the time from pick-up at school to drop-off back at school.

Project Payment Schedule

Company will submit invoices to SBWMA for payment of serviced tours on a monthly basis (or within 2 months of each bus trip), using the sample invoice template provided below. The amounts for each bus trip are outlined above.

Items highlighted yellow must be included on the invoice for approval; format of invoice is just a sample

INVOICE

Vendor Name
Address
City State Zip
Phone Number

Date: _____

Project Number: _____

Invoice Number: _____

RethinkWaste
Attn: Emi Hashizume, Environmental Education Manager
610 Elm Street, Suite 202
San Carlos, CA 94070

SBWMA Project: Tours Bus Service
Invoice for Professional Services from 1/1/20 to 12/31/20

Purchase Order Number: PO Number

TASK 1 TITLE/Description e.g. trip date, number of passengers, School and pickup/arrival times
Professional Personnel: Hours: Rate: Amount:

John Doe	1.5	\$200.00	\$300.00
Jane Smith	1.0	\$100.00	\$100.00
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

TOTAL THIS TASK: \$600.00

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

Total Contract Amount		\$30,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$30,000.00
This Invoice	e.g 10%	\$3,000.00
Contract Balance	e.g. 90%	\$27,000.00

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS
ROYAL COACH TOURS PROPOSAL AND TERMS AND CONDITIONS



Statement of Qualifications in Response to South Bay Waste Management Authority

School Tours Bus Transportation Services

South Bay Waste Management Authority
Grant Ligon | gligon@rethiingwaste.org
610 Elm St., Suite 202, San Carlos, CA 94070

Royal Coach Tours Inc. DOT # 164777
Lynee Cradduck | Lynee@royal-coach.com
630 Stockton Ave., San Jose, CA 95126



630 Stockton Avenue • San Jose, California 95126 • P:408.279.4801 • F:408.286.1410 • www.royal-coach.com

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630 Stockton Avenue • San Jose, California 95126 • P:408.279.4801 • F:408.286.1410 • www.royal-coach.com

1/14/2020

RE: Request for Proposal

Dear Grant,

Thank you for giving us the opportunity to submit a proposal to provide transportation for SBWMA.

If we are awarded this opportunity, we are committed to providing you all of your Bus Shuttle needs at competitive prices and with world class customer service. The enclosed proposal details how we can meet the requirements as outlined in the Request for Proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Gallup', is positioned above the printed name.

Greg Gallup
Chief Executive Officer



630 Stockton Avenue • San Jose, California 95126 • P:408.279.4801 • F:408.286.1410 • www.royal-coach.com

The mission of Royal Coach Tours is to provide top quality transportation service delivered with the highest standards in customer service, safety, and care in the San Francisco/Bay Area and Las Vegas.

ROYAL COACH TOURS

630 Stockton Ave.
 San Jose, CA 95126
 Web: www.Royal-Coach.com
 DOT # 164777
 EID # 94-2507755

Sales Manager: Lynee Craddock
 Email: Lynee@royal-coach.com
 Phone: 408.279.4801
 Fax: 408.286.1410

Company history

In the year 1960 founder Joanne Smith and husband purchased their very first 37 passenger motor coach, operating a commuter service from Fremont to Lockheed Missiles and Space Company in Sunnyvale. After running successful commuter services, two years later, they decided to transition into the charter bus business, hence the birth of Smith Charter Service. With the dramatic growth of the Bay Area, came the growth of Smith Charter Service. In late 1970 Joanne Smith changed the company name to Royal Coach Tours, a title that would convey to its clients the type of service which her company offered, the first-class Royal treatment. With the successful business practices and operations of Royal Coach Tours, the torch was passed to her two children Sandy Allen and Dan Smith, together building growth and introducing the charter bus industry with a new level of service. In October 2017, Royal Coach tours has expanded into Las Vegas.

Approach to scope of services

Royal Coach Tours houses the largest and most modern fleet of motor-coach buses in the area, with a large variety of sizes and floor plans to select from. Whether your needs call for a day charter, split shifts or multiple motor-coaches for shuttle transportation we have the equipment and experience to make your event a success. Our fleet of vehicles includes two 14 passenger shuttle vans, one 23 passenger minibuses, two 38 passenger motor-coaches, two 48 passenger motor-coaches and eighteen 56 passenger motor-coaches. In addition, we have one 22 passenger specialty luxury coach with open seating. For weekend only trips, we have twenty 50 passenger executive motor-coaches and ten additional 14 passenger shuttle vans. For pictures of our fleet, please check out our website <http://www.royal-coach.com/fleet/>.

It all starts with the drivers:

Royal coach Tours has over 70 drivers with 35 SPAB certified drivers. Before any motor-coach operator or driver is considered for hire, they must first pass our rigorous screening process along with our behind-the-wheel performance analysis.

Drivers are screened for:

- Drug & Alcohol (ongoing and random)
- Driving Record (DMV pull notice, ongoing)
- Past Employers
- Assessment Test

Drivers are trained on:

- Pre & post vehicle inspection
- Defensive driving techniques
- Minor mechanical diagnostics
- Adverse road condition
- DOT Rules and Regulations

Drivers are interviewed by our General Manager and Director of Human Resources. They also do a behind-the-wheel road test with our full-time on-site State Certified SPAB Trainer. The General Manager, Director of Human Resources and State Certified SPAB Trainer also meet to discuss how to proceed with all applicants. During the interview process, all potential drivers must pass an online JOBehaviors assessment (<http://www.jobbehaviors.com/>) which is predictive of successful traits of our most experienced drivers. Drivers are required to complete roughly 40 hours (16 modules) of online driver safety training through IMG (International Motor Group Association). In addition, we have a full-time on-site State Certified SPAB Trainer that conducts all of their proficiency / driver training. The behind-the-wheel may vary based on driver experience level. All drivers are signed-off on training for different models of coaches. Drivers receive training information on safety regulations, drug and alcohol testing and company policies. The drivers go through the entry-level driver training that includes driver qualification requirements, drivers' hours of service, driver wellness and whistle blower protection. During the hiring process, all drivers go through a behind-the-wheel driving test with our State Certified SPAB Trainer to access their proficiency levels. At the completion of their training, new drivers receive a New Driver Certificate. We have driver meetings every other month to review specific training and updates. We have remedial training for any driver that was involved in an accident or unsafe behavior.

Safety meets technology:

Our commitment towards safety can be exemplified through our award-winning safety management department, because to us, safety is not a concept it's our culture. When the cargo is people, safety is top priority, which is why we keep miles ahead of the industry when it comes to safety integrated technologies; such as:

- Event Data Recorders
- Fire Suppression System
- Tire Pressure & Temperature Monitoring System
- All passengers are shown a Pre-Trip safety video that explains all of the emergency exits, how to evacuate in case of an emergency, what to do for different emergencies including locations of exits and fire extinguishers.

Awards and Achievements

- IMG 2018-2019 Operator of the Year
- CHP 2017 STAR Award for Safety
- 2015 Outstanding Maintenance Award
- Stellar Safety Record from the Federal Motor Carrier Safety Association (FMCSA)
- Certified Carrier by the Department of Defense



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A look into our garage

We pride ourselves behind the great facility we have built to support our goal of providing the highest level of mechanically sound vehicles for our passengers. We keep your motor-coaches running safe by:

- Housing our maintenance shop in a 13,000sq foot facility
- Having five full sized, fully equipped mechanical bays
- Employing certified and trained mechanics (with 100+ years of combined experience)
- Housing our own tire and fabrication sectors
- Supply our mechanics with the most advanced and complete resources for work

Our maintenance program

In the continued stride of ensuring top performance of all buses and vehicles, our award-winning maintenance department performs rigorous preventative practices throughout the entire fleet on a regularly scheduled inspection program. We received Outstanding Maintenance Person (Steve Reseck) for 2015.

Absences and backup coverage

We have assigned backup vehicles available in case of breakdowns, along with a support staff on-site to leave within 5 minutes to rescue the broken-down coach.

Monitoring

Our vehicles are equipped with Saucon, GPS, WIFI and Rosco Camera Systems to monitor Driver behavior.

Dispatch

- Our Dispatch Center is located at 630 Stockton Ave., San Jose, CA 95126
 - Charter Dispatch Hours of Operations are 8:00am - 5:00pm
 - 24-hour on-call Dispatch
- Dispatch and Operations communicate via AT&T handheld devices that are mounted in each coach.

Go green

We at Royal Coach Tours have taken part in becoming environmentally friendly, constantly developing new and strategic business practice to promote sustainability. We understand the value of our environment and natural resources which is why we have taken part to become your Green Charter Bus Company provider.

Why riding with us is a breath of fresh air

- 60% of U.S. carbon emissions over the last 20 years come from passenger cars alone.
- A single occupant vehicle achieves 28 passenger miles per gallon on highways.
- On average, our charter buses transport 336 passengers' miles per gallon of fuel.

Clean-diesel engine technology

We've cut particulate matter (black smoke) by 90 percent and reduced our nitrogen oxide output by 52 percent by:

- Installing diesel particulate filters to all later model coaches.
- Using Bio-Diesel blends for all motor coaches.

Other ways we stay clean

- Minimize fuel consumption with tire pressure monitoring systems.
- Subscribed to our tire manufacturer's recycling program.
- Process and recycle residual waste.
- Implemented recycling program in-house.
- Use of LED lighting.
- Minimize idle time with GPS monitoring.

Customer service

24/7 Contacts

Royal Coach Tours has an experienced staff ready to assist you with all of your requests or concerns.

- Our Main Office number is (408) 279-4801, Mon-Fri: 8am -5pm
- Our Dispatch phone number is (408) 477-2020, Mon-Fri: 5am -730pm
- Our Night and Weekend on-call Manager's phone number is (408) 640-6248, Mon- Fri: 730pm-5am and Sat-Sun: 24/7

Customer Survey

To ensure that we are satisfying your needs, we have created a Royal Coach Tours Customer Survey that we send out regularly. If adjustments are needed, our team works with management to resolve the issue. We are currently rated at an 87 NPS (Net Promoter Score).

Escalations

- All Customer Concerns are addressed immediately.
- Email notifications are sent out to all managers.
- Our team works together to asses and resolve all incidents.
- Our management team will do a formal review.
- All concerns are followed up with a Resolution or Action Plan.

Quality Assurance

- California Highway Patrol – yearly inspections
- Daecher Consulting through our insurance company – yearly audits
- Department of Defense – biyearly inspections
- Internal Q/A – ongoing



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References-

Red Chair Events

Peggy Smith

peggy.smith@redchairevents.com

707-766-7005

NVIDIA

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650-823-3195

Singularity

Carlos Oporta

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408-416-1336

Pac-12 Conference

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415-549-2857

Stanford University

Danny Finale

dfinale@stanford.edu

650-724-9339

Royal Coach Tours



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Insurance - If awarded the contract, we will add your company as additional insured with waivers.

	ROYACOA-01	NCVAXM				
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/22/2019				
<p>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.</p> <p>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).</p>						
PRODUCER American Highways Ins. Agency 3250 Interstate Drive Richfield, OH 44286	CONTACT NAME: PHONE (A/C, NO, EXT): (800) 935-2442 FAX (A/C, No): (330) 659-8912 E-MAIL ADDRESS: service@highwaysinsurance.com					
INSURER(S) AFFORDING COVERAGE		NAIC #				
INSURER A : National Interstate Insurance Company		32620				
INSURER B : Vanliner Insurance Co.		21172				
INSURER C :						
INSURER D :						
INSURER E :						
INSURER F :						
INSURED Royal Coach Tours 630 Stockton Ave. San Jose, CA 95126						
<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		XPP1102770-16	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY		XPP1102770-16	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XWC1102770-16	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Physical Damage Deductibles: \$20,000 per charter bus (> 29 PAX) - Comprehensive, Collision \$5,000 per van, limo, school, transit - Comprehensive \$10,000 per van, limo, school, transit - Collision \$2,500 per pp/service for Comprehensive/Collision Proof of Insurance						
CERTIFICATE HOLDER				CANCELLATION		
Proof of Insurance for information purposes only				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 		

ACORD 25 (2016/03)

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PROPOSED COST-

	3 hour minimum	Miles Covered	Each Additional Hour after Minimum	Additional Miles per hour Covered	Rate/Mile for additional miles and deadhead
56 Passenger Coach	\$480	110	\$110	20 miles	\$6.45

*Quotations do not guarantee availability.

*Price is subject to change pending final itinerary. Quote is based on time stated and/or mileage allowance. Should the charter exceed these, additional charges will apply.

Exact itinerary must be provided for route verification and final rate. Route Verification is required to check for any bus restrictions to your locations.

*Group is responsible for parking, tolls, airport & entry fees not listed on itinerary.





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S.P.A.B. Terms and Conditions-

S.P.A.B Acronym for School Pupil Activity Bus. This certification is required in the state of California to carry California-based school students in a commercial motor vehicle.

- **Hours of Service** Drivers cannot drive more than 10 hours within a work period. Drivers cannot be on-duty more than 16 consecutive hours in a work period, which begins from the report time at the yard. It is RCT Company Policy that drivers are provided w/ a private room for any service exceeding 14 hours and must be left uninterrupted for not less than 8.5 hours before reporting back to on-duty status. It is RCT Safety Policy that trips (300) miles or greater cannot depart between the hours of 10pm to 4am.
- **Child Safety Alert Systems** While we are exempt from having the alert system, the chaperone must comply with California Vehicle Code Section 28160. Please review attachment before signing the terms to acknowledge your understanding and responsibilities.
- **Chaperones** RCT Company Policy requires a minimum of (2) Chaperones over the age of 18 years old on all SPAB moves. (1) Chaperone is to be seated in front and (1) Chaperone is to be seated in the rear while coach is in motion. In the case of an unruly pupil, the pupil must be given into the custody of a parent or any person designated by the parent or school. It is at the driver's discretion whether or not to involve the CHP if a problem persists.
- **Standing on Coach** Vehicle cannot be put in motion until all passengers are seated and all passengers must remain seated while coach is in motion. Students may not use the restroom on board the coach unless the vehicle can pull into an area deemed safe by the driver and is at a complete stop.
- **Idling Vehicles** Vehicles cannot be running while passengers are loading or unloading. In addition, vehicles cannot idle when passengers are on board unless the driver is seated.
- **Stops** Only pre-designated stops can be allowed on SPAB moves. All stops must be designated by the school district's superintendent, or a person representing the superintendent. These stops must be included in a complete itinerary and must be submitted in writing prior to the trip. All itineraries are subject to approval by the RCT Safety Department prior to the trip departure.

#1-Equipment-All vehicles are equipped with amenities such as AC/Heat and PA/Microphone system. All vehicles, excluding our Executive series vehicles, are equipped with amenities such as Wi-Fi and CD/DVD player. The fee for Wi-Fi is \$27 per coach, charter. Please keep in mind that in certain areas, Wi-Fi strength may not be that strong. There is no additional fee for amenities such as CD/DVD's and microphones; therefore, we do not *guarantee* requests. CD/DVD players may not play non-copyrighted material. RCT reserves the right to substitute similar equipment from our fleet or other charter bus companies when necessary.

#2-Booking Policy-Charter orders can be placed by telephone, fax, or email. A payment is required at time of booking. Customers will receive an e-mail or fax of the charter confirmation as acknowledgement of their order. An on-site dispatcher is recommended for orders of 10 vehicles or more. A \$25 booking fee will be charged for each parking permit or entrance fee etc. that RCT obtains on behalf of the Client.

#3-Payment Policy- Full payment is due three (3) weeks prior to the service date. If service is less than (3) weeks away, payment is due in full at the time of booking. Original trip confirmations are estimated charges. Charters will be billed for the amount of time or miles (whichever greater) the vehicle was booked regardless if the trip returns early. Charter may be subject to additional charges such as overtime, mileage overages, and miscellaneous fees such as bridge tolls and entrance fees. These charges will be billed and paid separately and will be provided to the client no later than five (5) business days after services rendered. RCT will not be responsible for delays due to heavy traffic, accidents, severe weather, or any other "Acts of God". RCT is not responsible for any losses other than the cost of the charter should an appointed time or event scheduled by the group be missed due to any fault of RCT. All legal fees incurred by RCT are the responsibility of the chartering client and/or booking agent. **Please note that a 3% non-refundable processing fee will be applied when paying with a credit card.** Final invoices will come from rc@just4relay.com. Please add us to your address book, contacts, and/ or "Safe Senders" list to avoid spam delays.

#4-Cancellation Policy- Cancellations/rescheduled trips made fourteen (14) days or more prior to the service will be fully-refunded. If those are made seven (7) or more days prior to service, the expenditure will be credited for future use. If those are made less than seven (7) days prior to service, they will be non-refundable.

#5-Change Policy - Any time changes made 48 hours prior to the charter are subject to a \$25.00 minimum change fee per bus. Any date changes are subject to a minimum \$250 fee, subject to #4's conditions. Changes made 24 hours or less are subject to \$250 minimum fee per bus up to full charge.

#6-Additional Cleaning Fees- It is the chartering party's responsibility to notify RCT in advance when there will be food/beverage and/or alcohol brought on board the coach. A minimum charge of \$300 may be applied if the vehicle requires anything more than normal cleaning at the end of service. No objects may be placed in the aisle while the coach is in motion. All drinks must be placed in a regular ice chest that does not leak and placed in a seat that has been properly protected. The space taken up by the ice chest must be figured into the total passenger count. There is no smoking allowed on any RCT vehicle at any time. Depending on the circumstance, a minimum of \$500 will be charged for vomit on board a vehicle.

#7-Damages-RCT inspects each vehicle before, during, and after each charter. In the event of damage to the vehicle, Client/Booking Agent assumes full financial liability for the cost of repairing any harm and damage caused by the client or any members in the client's party during the service. Client is responsible for damages incurred to the vehicle caused by the negligence, recklessness or willful misconduct of the group, any individual from the group, or any other party that the group is involved with in any way. This includes both interior and exterior damage to repair, replace, and clean vehicle or any parts of vehicle. The cost of repairing, restoring, or otherwise remediating any damage to a vehicle caused by client may be charged to such client's credit card on file or billed directly to such client, without prior notice. Additional fees may be charged to cover damages at the company's discretion.

#8-Driver Room-Client/booking agent is responsible for securing and paying for the driver's lodging on any overnight charter, or mileage service if the driver runs out of hours. (1) Room per driver is required. Room must be within (5) miles of where the group is staying, and the hotel must have adequate bus parking on site or within the vicinity. Additional charges may apply if the driver's room is further than (5) miles away. Rooms must be of average quality, include private restroom, and are subject to the approval of RCT (no cabins are permitted). A per diem minimum of \$225 per night, per driver will apply if requirement is not met. If Client wants RCT to book the driver room, a \$25 booking fee (per reservation) will be added to the charter.

#9-Lost and Found-RCT is not responsible for any lost items. The chartering party should check for any items left on the vehicle before exiting. If RCT finds an item at the conclusion of the trip, client is responsible for the cost of shipping to return item as well as a minimum \$25.00 processing fee. Items may be picked up at our office during regular office hours.

#10-Emergency Contact Information-A RCT representative is available twenty-four hours a day, seven days a week for emergencies by calling 408-279-4801 and choosing Option (4). Our dispatch hours are 5:30am to 7:30pm Monday through Friday.

#11-Unsafe Pick-up and Drop off location-It is the driver's responsibility to make sure the passengers get to their destination safely. Therefore, the driver has the ultimate decision on where he/she deems it safe for pickup and drop-off locations.

#12-ADA Coach Requests- A minimum of forty-eight (48) hour notification prior to a charter date is required by the ADA if wheelchair accessible equipment is needed.

#13-Gratuities- 10% is customary for good service and can be added, adjusted or removed at your discretion.

#14-Credits and Refunds- When credit/refund is due for service, it will be based on standard rates and all discounts will be subtracted from refund amt.

EXHIBIT D (included in Exhibit C)

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **South Bayside Waste Management Authority (AUTHORITY)**
610 Elm St, Ste 202, San Carlos, CA 94070
Attention: Grant Ligon
Management Analyst (Contracts Administrator)

Endorsement and Certificates of Insurance Required		
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the AUTHORITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the AUTHORITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____



A Public Agency

REQUEST FOR PROPOSALS (RFP)

SCHOOL TOURS BUS TRANSPORTATION SERVICES

Issued: January 6, 2020

Submission Deadline: January 14, 2020, 12:00 PM

South Bayside Waste Management Authority (SBWMA) / RethinkWaste
Attention: Grant Ligon, Management Analyst
610 Elm Street, Suite 202
San Carlos, CA 94070
gligon@rethinkwaste.org

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1. BACKGROUND

The South Bayside Waste Management Authority (dba "RethinkWaste") is a Joint Powers Authority of twelve public Member Agencies (Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, the County of San Mateo and the West Bay Sanitary District) in San Mateo County, California formed in 1999.

RethinkWaste owns and manages the Shoreway Environmental Center, which receives all the recyclables, organic materials, and garbage collected in its service area. RethinkWaste also provides strategic oversight, support, and management of service providers that collect, process, recycle, and dispose of materials for the 12 Member Agencies.

The mission of RethinkWaste is to cost effectively design, implement, and manage innovative waste reduction and recycling programs and facility infrastructure that fulfills our fiduciary responsibilities to our Member Agencies while achieving community environmental and economic goals.

Through issuance of this Request for Proposals (RFP), RethinkWaste seeks an experienced and qualified firm to execute transportation by bus of students to and from Member Agencies' schools to the Shoreway Environmental Center for tours.

Submittals to RethinkWaste will be considered public records and will be made available for public review upon request after conclusion of this RFP process and contract execution. Please refer to Section 3 for the specific scope of services being requested.

2. PURPOSE AND GENERAL CONDITIONS

This RFP provides information for interested firms to prepare a written proposal.

ADDENDUMS. Should it be necessary for RethinkWaste to issue addendums during the proposal period, RethinkWaste will endeavor to notify the known holders of this RFP. The addendums will be posted on RethinkWaste's web site for any interested parties to review. Proposals should include a notation that the firm is aware of all the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. RethinkWaste reserves the right to request additional information or clarification from proposers where it may serve RethinkWaste's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with RethinkWaste.

AWARD OF PROPOSAL. RethinkWaste reserves the right to negotiate final terms with the selected firm, if any. Award may be made to the firm offering the most advantageous proposal after consideration of all evaluation criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. RethinkWaste may cancel this solicitation at any time.

COSTS. RethinkWaste is not liable for any costs incurred by firms before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the firm in responding to this RFP, are entirely the responsibility of the firm, and shall not be reimbursed in any manner by RethinkWaste. No reimbursable cost may be incurred in anticipation of award.

IRREGULARITIES. RethinkWaste reserves the right to waive non-material irregularities if such would be in the best interest of RethinkWaste as determined by the Executive Director.

NON-DISCRIMINATION. The firm submitting a proposal must represent and warrant that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NO OBLIGATION. The release of this RFP does not obligate or compel RethinkWaste to enter into a contract or agreement.

OWNERSHIP. All data, documents, and other products used or developed during the RFP process become the property of RethinkWaste upon submission.

PROPOSAL, REJECTION OF. RethinkWaste reserves the right to reject any or all proposals or any part of a proposal.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property of RethinkWaste upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. The firms submitting proposals must understand and acknowledge that the representations made in their submitted proposal are material and important, and will be relied on by RethinkWaste in its evaluation. A firm's misrepresentation shall be treated as fraudulent concealment from RethinkWaste of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals may become part of the agreement between RethinkWaste and the successful firm.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal, or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposals must include a statement guaranteeing that they be valid for a period of no less than ninety (90) days from the due date.

3. SCOPE OF WORK

RethinkWaste seeks a firm to provide bus transportation to and from the Shoreway Environmental Education Center, located at 333 Shoreway Road San Carlos, California from schools located within the

South Bayside Waste Management's (herein SBWMA) service area. Member agencies include the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos and San Mateo, the towns of Atherton and Hillsborough, the County of San Mateo and the West Bay Sanitary District.

Buses will be scheduled as needed in coordination with the Environmental Education Manager, who will provide pick up and drop off times for scheduled buses. The firm will provide written/email confirmation of all scheduled requests two weeks before the scheduled bus trips or within one week of request.

If 24 hours prior notice has not been given on cancellation of bus service scheduled pursuant to this agreement, SBWMA will pay a busing service charge to the firm.

If the firm cancels bus service without 24 hours' notice to the Environmental Education Manager, the firm will arrange for comparable bus service from another provider at no added cost to SBWMA and will immediately notify the Environmental Education Manager. If alternate bus service cannot be provided, or if a scheduled pickup or drop off is more than 30 minutes late, SBWMA and the affected school will incur costs to reschedule classroom activities, loss of staff time, and inconvenience to the public served by the SBWMA's programs. As a remedy of the firm's failure to provide service, the firm will, at SBWMA's discretion either: (1) provide bus services on an alternative date selected by SBWMA at no charge to SBWMA or; (2) pay liquidated damages to the SBWMA in an amount equal to busing services charge. If the firm's driver expects to arrive at the pre-scheduled school site later than 15 minutes after the appointed time, the firm will notify the Environmental Education Manager and school site with estimated time of arrival. If no such notification has been received, buses arriving later than 30 minutes after the appointed time will be considered to have been cancelled by the firm without 24 hours' notice.

Tours to the Environmental Education Center are provided to schools throughout the 12 Member Agencies of SBWMA and multiple tours may occur on the same day. This will require that the firm provide two individual buses on such days. All buses provided by the firm shall be in good working order and equipped to provide the bus transportation services required.

Each bus used by the firm that is providing bus transportation services pursuant to the agreement must be currently certified by the California Highway Patrol as a School Pupil Activity Bus (SPAB) and must possess and display its SPAB certificate as required by law. The firm's motor carrier terminals and maintenance facilities shall maintain, throughout the term of the agreement, a safety compliance rating of Satisfactory, as assigned by the California Highway Patrol (CHP). A current copy of the firm's CHP rating report shall be forwarded to the Environmental Education Manager. The firm shall notify SBWMA in writing within 24 hours of any change in status or of change rating assigned by the California Highway Patrol to the firm's motor carrier terminals and maintenance. Failure to keep the agencies informed of the firm's rating can void any and all agreements between SBWMA and the firm. The firm will not receive compensation for any remaining trips due to an unsatisfactory rating with the California Highway Patrol. Upon request by SBWMA at any time after this agreement, the firm shall immediately deliver to SBWMA copies of any and all certificates or inspection reports required by this Section and the California Highway Patrol. Upon request by SBWMA or school officials, including teachers, at any time immediately before, during or after a scheduled field trip, drivers employed by the firm to provide bus transportation service pursuant to the agreement shall immediately produce for inspection valid evidence of their current certification to drive a School Pupil Activity Bus.

4. DESIRED QUALIFICATIONS

RethinkWaste is seeking a firm with experience in the transportation of students to and from schools via bus. The successful firm shall demonstrate that it has the appropriate professional and technical background as well as access to adequate resources to fulfill and execute the stated scope of services. Any experience with similar projects for agencies similar to those of RethinkWaste should be noted.

5. TERM OF AGREEMENT

It is anticipated that RethinkWaste and the selected firm will enter into a contract for one or multiple years commencing on or about January 31, 2020 and ending December 31, 2020. The selected firm will be expected to execute RethinkWaste's standard Vendor Agreement, a draft of which is attached to this RFP.

6. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All communications about this RFP must be directed to Grant Ligon in writing via email at gligon@rethinkwaste.org by January 9, 2020 by 4:00 pm. RethinkWaste will provide a written response to all questions in the form of an Addendum to this RFP posted online by January 10, 2020, if necessary.

7. SUBMITTAL REQUIREMENTS

Firms must submit sufficient information, as outlined below, for RethinkWaste to evaluate the firm's qualifications and proposal quality. Selection will be based on a combination of the cover letter, firm and staff qualifications, cost, understanding of scope of work and proposal, delivery schedule, and references.

To be deemed responsive to this RFP, the firm's submittals must be received by e-mail only to gligon@rethinkwaste.org no later than January 14, 2020, at 12:00 p.m.

See below for anticipated RFP Process and Firm Selection Timeline

ITEM	DUE DATE
RFP Released	January 6, 2020
Deadline for Submitting Questions to RethinkWaste by 4:00 p.m.	January 9, 2020
RethinkWaste to provide written responses to questions, if necessary.	January 10, 2020
Proposal Must Be Submitted via email by 12:00 p.m, to: Grant Ligon RethinkWaste (650) 610-1621 gligon@rethinkwaste.org	January 14, 2020
Review of submittals, selection and contract negotiations.	January 15-20, 2020
Commence Services	January 31, 2020

Please label the email subject line "Response to RFP— School Tours Bus Transportation Services".

Please include both a PDF version and the source file (e.g., Word or Excel file) of all documents submitted.

Submittals should be concise and responsive, based on these guidelines:

1. **Cover Letter** - A maximum two (2) page cover letter must be provided describing the firm, date established, main services, key qualifications and prior experience. The individual authorized to contractually bind the firm should sign the cover letter. Resumes for the proposed team and sub-contractors, if any, should be provided as an appendix.
2. **Description of Qualifications** – Describe the firm’s qualifications, expertise and prior specific related experience, and proposed use of subcontractors (if any). RethinkWaste prefers that the firms explain their specific qualifications related to the anticipated scope of work in this section, and that a more general description of qualifications and experience be reserved for the cover letter.
3. **Approach** - A maximum two (2) page proposal shall describe the recommended approach to successfully execute the noted scope of work in a timely and cost-effective manner. The approach to the scope of work shall be of such detail to demonstrate the firm’s ability to accomplish the project objectives. In this section, include a minimum of three (3) examples of similar projects/programs/campaigns they have worked on, the scope of work, timing, cost and list of staff that conducted the work.
4. **References** – Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years. Please include other public agencies if the firm has such references.
5. **Costs** - A maximum two (2) page proposed budget shall provide the specific hours and costs for each project task and shall delineate the staff responsible for each and whether they will be done in-house or by sub-contractors and their hourly rate. All additional costs and contingency must be clearly delineated. RethinkWaste envisions keeping the entire project under \$30,000.
6. **Qualification Certification** – Complete Attachment A
7. **Client Reference Form** – Complete Attachment B

8. RIGHT TO CONTRACT FOR SELECTED SERVICES

RethinkWaste, at its sole option, will select the firm which best fulfills the requirements and provides the best value to RethinkWaste.

RethinkWaste reserves the right to contract for selected services relating to this proposal from any firm, in part or in whole.

An evaluation panel will review all proposals submitted. Discussions may, at RethinkWaste’s option, be conducted with any firm. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP’s requirements. Responding firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Overall responsiveness to the RFP is an important factor in the evaluation process.

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the firm, including capability and experience of key personnel and experience with other public or private agencies to provide such transportation services.
- Responsiveness to the RFP process and general provisions and understanding of the Scope of Work as evidenced by submitted proposal.
- History of successfully performing services for public or private agencies.
- Ability to meet any necessary timelines or other requirements.
- References.
- Costs.

Attachment A: Qualification Certification

FIRM NAME	
ADDRESS	
TELEPHONE #	
CONTACT EMAIL	
CONTACT NAME AND TITLE	

FIRM REPRESENTATIONS

1. Firm additionally certifies that neither firm nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
2. Firm certifies that it did not receive unauthorized information from any RethinkWaste staff member, contractor, or Board Member during the RFP response period except as provided for in this RFP package or through formal addenda, if any, issued by RethinkWaste.
3. The firm certifies that no conflicts of interest, whether actual or perceived, would arise if awarded a contract by RethinkWaste and that it has disclosed any potential conflicts in its response to this RFP.
4. The firm hereby certifies that the information contained in the Proposal and all accompanying documentation is true and correct.
5. Please check the appropriate box below:
 - If an *individual* submits a response to this RFP, he or she shall sign it. If he or she is doing business under a fictitious name, the response shall so state.
 - If a response to this RFP is submitted by a *partnership*, the full names and addresses of all members and the address of the partnership shall be stated and the response shall be signed for all members by one or more members thereof.
 - If a *corporation* submits a response to this RFP, an authorized officer or officers of the corporation shall sign it in the corporate name.
 - If a *limited liability company (LLC)* submits a response to this RFP, an authorized officer or officers shall sign it in the LLC's name.
 - If a response to this RFP is signed by a *joint venture*, the full names and addresses of all members of the joint venture shall be stated and a representative of each individual entity shall sign it.

Attachment A – Qualification Certification (continued)

By signing below, the submittal pursuant to this RFP shall be deemed a representation and certification by the client that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that the client has read and understands the RFP.

Authorized Representative Name: (Signature)
Authorized Representative Name: (Print name)
Authorized Representative Title and Entity: (Print title and entity)
Complete additional signatures below as required.
Authorized Representative Name: (Signature)
Authorized Representative Name: (Print name)
Authorized Representative Title and Entity: (Print title and Entity)
Authorized Representative Name: (Signature)
Authorized Representative Name: (Print name)
Authorized Representative Title and Entity: (Print title and entity)

Attachment B: Client Reference Form

Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years.

Previous Client Reference Worksheet

Name of Company or Agency	
Address	
Customer Contact Name(s), Address, Phone Number(s) and Email	
Brief description of work performed for this client (use additional sheets if necessary):	