San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 26.27.0700
SPECIALIZED TRANSPORTATION SERVICES

PROPOSAL DEADLINE:

THURSDAY, OCTOBER 1, 2026, AT 2:00 P.M.

PLEASE SUBMIT PROPOSALS TO:
San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

No Faxed or Emailed submissions will be accepted.

REQUEST FOR PROPOSALS (RFP)

RFP NO. 26.27.0700
SPECIALIZED TRANSPORTATION SERVICES

PROPOSAL DEADLINE: Thursday, October 1, 2026, at 2:00 p.m.

SUBMIT PROPOSALS TO: San Bernardino County Superintendent of Schools
Attn: Procurement Services
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is requesting proposals from qualified vendors to provide specialized, flexible, and reliable door-to-door transportation services primarily for eligible McKinney-Vento and Foster Youth students during the 2026–2027 school year. Transportation is anticipated to be provided using passenger vehicles, including sedans and small SUVs (**no bus service**). The SUPERINTENDENT may also utilize the selected VENDOR(s), as needed and when authorized, to provide additional transportation services for students enrolled in SUPERINTENDENT-programs.

Transportation services may be authorized on an individual student basis and may include one-way, round-trip, recurring, short-term, or as-needed supplemental transportation. Anticipated service areas include locations throughout San Bernardino County and surrounding counties, as needed to transport students between authorized residences, schools, programs, and other SUPERINTENDENT-approved locations.

All proposals must be sealed and submitted to the Front Desk Receptionist, San Bernardino County Superintendent of Schools, Attn: Procurement Services, 760 East Brier Drive, San Bernardino, California 92408. Sealed proposal envelopes shall be clearly labeled on the outside in the lower left-hand corner with the VENDOR's company name and the following statement: "**RFP ENCLOSED: RFP 26.27.0700 – SPECIALIZED TRANSPORTATION SERVICES**."

It is the sole responsibility of the vendor to ensure proposal is delivered to the Front Desk Receptionist prior to the established deadline, where it will be date and time stamped. Late proposals will not be accepted. Proposals shall remain open, valid, and subject to acceptance for ninety (90) days following the proposal opening date.

RFP documents and all addenda may be obtained from the San Bernardino County Superintendent of Schools Procurement webpage: https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming

Any questions regarding the RFP should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net no later than 2:00 pm on September 16, 2026. Responses to questions and any resulting addenda will be posted on the SUPERINTENDENT Procurement Services webpage. It is the sole responsibility of each proposer to periodically check the Procurement Services webpage for any addenda or other updates issued prior to the proposal due date. Failure to acknowledge receipt of all issued addenda may result in the proposal being deemed non-responsive.

NO UNSEALED, FAXED OR EMAILED SUBMISSIONS WILL BE ACCEPTED.

Sincerely,

Maria Aldaco
Maria Aldaco, Procurement Specialist
Procurement Services

CALENDAR OF EVENTS

RFP NO. 26.27.0700
SPECIALIZED TRANSPORTATION SERVICES

Event	Details	Date	Time
1st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	September 3, 2026	
2nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	September 10, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	September 16, 2026	2:00 pm
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	September 22, 2026	
PROPOSALS DUE	San Bernardino County Superintendent of Schools Attn: Procurement Services 760 East Brier Drive San Bernardino, CA 92408	**Thursday, October 1, 2026**	**NO LATER THAN 2:00 pm**
Evaluations		October 2-7, 2026	
Letter of Intent *(Tentative)*		October 8, 2026	

1. OVERVIEW

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is requesting proposals from qualified vendors to provide specialized, flexible, and reliable door-to-door transportation services primarily for eligible McKinney-Vento and Foster Youth students during the 2026–2027 school year. Transportation is anticipated to be provided using passenger vehicles, including sedans and small SUVs (**no bus service**). The SUPERINTENDENT may also utilize the selected VENDOR(s), as needed and when authorized, to provide additional transportation services for students enrolled in SUPERINTENDENT-programs.

Transportation services may be authorized on an individual student basis and may include one-way, round-trip, recurring, short-term, or as-needed supplemental transportation. Anticipated service areas include locations throughout San Bernardino County and surrounding counties, as needed to transport students between authorized residences, schools, programs, and other SUPERINTENDENT-approved locations.

The SUPERINTENDENT is seeking VENDORS with demonstrated experience providing safe, reliable, and responsive transportation to school-age children and youth, including the ability to accommodate changing transportation needs, varying schedules, short-term requests, and transportation assignments that may arise throughout the school year.

The SUPERINTENDENT does not guarantee any minimum number of students, trips, transportation hours, or expenditures under the resulting agreement(s). Transportation services will be requested and authorized based on student needs, program requirements, and available funding.

Additional service requirements, expectations, and VENDOR responsibilities are described in the **SCOPE OF WORK**.

2. INSTRUCTIONS TO VENDORS

2.1 GENERAL INFORMATION

All responses shall conform to instructions provided in the Request for Proposal (RFP) document

2.1.1 Delivery Address:

San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

2.1.2 RFP Proposal Submission

It is the sole responsibility of VENDOR to ensure that their proposal is received by the Front Desk Receptionist prior to **2:00 P.M**. on **Thursday, October 1, 2026**. Responses received after the deadline will be returned unopened as not meeting the RFP requirements. All proposals shall be complete and final with no additional information accepted after the close of the submittal date, unless specifically requested by SUPERINTENDENT. **No unsealed, faxed or emailed submissions will be accepted.**

2.1.3 Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the VENDOR and shall not be chargeable in any manner to the SUPERINTENDENT.

2.1.4 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within ninety (90) days after the deadline, unless a longer period of time is mutually agreed to by the parties. The SUPERINTENDENT reserves the right to reject any or all responses or may waive any informality in a response.

2.2 EVALUATION PROCESS

2.2.1 Evaluation Criteria

VENDORS will be evaluated based on their responses to all questions and requirements in this RFP. SUPERINTENDENT shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

2.2.2 Background Review

This RFP is subject to the provisions of Education Code Section 45125.1 and 45125.2. VENDOR's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. VENDOR shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1 and 45125.1. SUPERINTENDENT may request the removal of an employee from the site at any time. Failure to comply with this provision may result in termination of the Contract.

Below are links to the DOJ website:
http://ag.ca.gov/fingerprints/agencies.php
http://ag.ca.gov/fingerprints/forms/cont_req.pdf

2.3 AWARD

The initial contract term shall commence upon contract execution and continue through June 30, 2027, with the option to renew as provided in Section 8.0, LENGTH OF CONTRACT.

2.4 QUESTIONS REGARDING REQUESTS FOR PROPOSALS

Questions should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net

2.5 SUBMISSION REQUIREMENTS

2.5.1 Proposal Content

VENDORS are asked to submit one (1) sealed copy *and* one (1) USB Flash Drive copy of their proposals with index tabs separating the sections identified in the Table of Contents. Pages must be numbered at the bottom of each page. The proposal is to be no more than 15 pages, *excluding* the Table of Contents and appendices. Any proposal attachments, documents, letters, and materials submitted by the VENDOR shall be binding and included as a part of the final contract should your proposal be selected.

2.5.2 Supportive Material

Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

2.5.3 Signature Page
2.5.4 Bid Bond (Proposal Security $500.00)
2.5.5 Non-Collusion Declaration
2.5.6 Workers' Compensation Certification
2.5.7 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
2.5.8 Drug-Free Workplace Certification
2.5.9 Alcohol and Tobacco-Free School Policy
2.5.10 Certification of Compliance: California Child Abuse & Neglect Reporting Act (CANRA) – Mandated Reporter Requirements
2.5.11 Federal Funding (EDGAR) Compliance Form

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

3.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the RFP document will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving the RFP document. No person is authorized to make any oral interpretation of any provision in the RFP document to any VENDOR, and no VENDOR is authorized to rely on any such unauthorized oral interpretation.

4.0 GENERAL CONDITIONS

4.1 Independent Contractor

In all matters relating to service performed under this RFP, VENDOR shall be acting as an independent contractor. The employees of the VENDOR and its subcontractors are not employees of SUPERINTENDENT under the meaning or application of any federal or state unemployment insurance laws, other social security law, or any workers' compensation law, industrial law, or otherwise. VENDOR shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the services performed under this RFP. VENDOR shall not have any right, power, or authority to create any obligation, express or implied, on behalf of SUPERINTENDENT and shall not have any authority to represent itself as an agent of SUPERINTENDENT.

4.2 Subcontractors

If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary VENDOR is not relieved of any responsibility by virtue of using a subcontractor.

4.3 Hold Harmless

VENDOR shall hold SUPERINTENDENT, its officers and employees, harmless and indemnify and defend SUPERINTENDENT, its officers and employees, against the payment of any and all costs and expenses, claims suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of VENDOR, its officers and employees, or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this proposal.

4.4 Assignment

The contract or any interest therein may not be assigned without the prior written consent of the SUPERINTENDENT.

4.5 Claims and Disputes

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

4.6 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

4.7 Governing Law

This contract shall be governed and interpreted in accordance with the laws of the State of California.

4.8 Laws and Regulations

VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs.

4.9 Severability

If any provision of the contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of the contract, which shall remain valid and enforceable according to its term.

4.10 Covenant Against Gratuities

VENDOR warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of SUPERINTENDENT with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, SUPERINTENDENT shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the SUPERINTENDENT in procuring on the open market any services which VENDOR agreed to supply shall be borne and paid for by VENDOR. The rights and remedies of SUPERINTENDENT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

4.11 Covenant Against Contingent Fees

VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by VENDOR for the purpose of securing business.

For breach or violation of this warranty, SUPERINTENDENT shall have the right to terminate any contract that may be entered into with VENDOR and, in its sole discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7.0 AWARD OF CONTRACT

The SUPERINTENDENT reserves the right to reject any or all responses, or to waive any irregularities or informalities in any responses or in the RFP process. The award, if made by the SUPERINTENDENT, will be to the VENDOR who meets all evaluation criteria. An agreement will be negotiated once VENDOR has been selected. There is no guarantee or minimum amount of work that the SUPERINTENDENT will provide to any contractor awarded a contract through this RFP. The frequency and amount of requested work will be determined solely at the SUPERINTENDENT's discretion.

8.0 LENGTH OF CONTRACT

The initial contract term shall commence upon contract execution and continue through June 30, 2027. At the sole discretion of the SUPERINTENDENT, the contract may be renewed for up to two (2) additional one-year terms, contingent upon satisfactory performance, continued program needs, mutual agreement of the parties, and the availability of funding. Contract renewals may not extend beyond June 30, 2029.

9.0 DEFAULT BY VENDOR

9.1 If the successful VENDOR fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this RFP document in its entirety, SUPERINTENDENT reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from other sources and deduct from any unpaid balance due to the successful VENDOR or collect against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

If the successful VENDOR refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the VENDOR should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of this contract, the SUPERINTENDENT may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation shall cease and arrangements satisfactory to the SUPERINTENDENT for the correction thereof shall have been made, on or after the day next following the expiration of said ten (10) days, this contract may be terminated by the SUPERINTENDENT by giving notice thereof in conformance with the provisions of ARTICLE 22.0, NOTICE AND SERVICE THEREOF.

9.2 If the workmanship or services, in the opinion of SUPERINTENDENT, is poor and VENDOR has failed to correct the situation within a reasonable time after written notification of said poor workmanship or services, SUPERINTENDENT may negotiate a termination date agreeable to both parties.

10.0 CLAIMS & DISPUTES

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

11.0 CERTIFICATES OF INSURANCE

Within five (5) days after notice of intent to award and prior to award, VENDOR must furnish the SUPERINTENDENT, at no cost or obligation to the SUPERINTENDENT, certificates of insurance from all companies as evidence of the amounts and types of insurance required as per Section 12.0.

As long as the contract between the VENDOR and SUPERINTENDENT is in force, the VENDOR is required to annually provide the SUPERINTENDENT with current insurance certificates as per Section 12.0.

12.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance, which shall protect him and the SUPERINTENDENT from all claims for property damage arising from operations under the contract. VENDOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

VENDOR shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the SUPERINTENDENT.

a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SUPERINTENDENT stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
b. Certificates of insurance shall state in particular those insured, extent of insurance, location, and operation to which insurance applies, expiration date and cancellation and reduction notice.

c. Certificates of insurance shall clearly state that the SUPERINTENDENT is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the SUPERINTENDENT. VENDOR will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
d. Insurance shall be written for not less than the following limits, or greater if required by law:

Comprehensive General Liability: **$10,000,000.00**
combined single limit per occurrence for bodily injury, personal injury, property damage, and errors and omissions.

Automobile Liability: **$10,000,000.00**
combined single limit per accident for bodily injury and property damage. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation and Employer's Liability: **$1,000,000.00** per occurrence
Statutory as required by the Labor Code of the State of California and Employer's Liability limits of no less than
Workers' Compensation insurance shall include a waiver of subrogation.

Sexual Abuse or Molestation: **$3,000,000.00**
combined single limit per occurrence for sexual abuse injury.

Any deductibles or self-insured retentions must be declared to and approved by the SUPERINTENDENT. At the option of the SUPERINTENDENT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SUPERINTENDENT, its officials, employees, and agents; or (2) the VENDOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

13.0 PRICES

VENDOR'S pricing must include all costs associated with this RFP. Prices shall remain firm for the length of the contract.

14.0 POSSIBLE RATE ADJUSTMENT

Any adjustment to the contract rate(s) shall be effective on August 1st for each additional contract year. Increases considered shall be based upon the previous year-funded K-12 Basic Revenue Cost of Living Adjustment (COLA) received by California school districts for attendants. Rate adjustment shall not be less than zero percent (0%) nor greater than five percent (5%). The VENDOR must provide sufficient documentation and reasoning to justify costs if the proposed rate exceeds 5%.

The VENDOR must request all requests for rate adjustments in writing no later than one hundred twenty (120) calendar days prior to the end of each annual contract period. The request must be provided to the Transportation Manager of the SUPERINTENDENT via email or certified mail.

A review of VENDOR performance and costs will be made to determine the feasibility of any such adjustments. If the SUPERINTENDENT denies the request, the VENDOR may appeal to the SUPERINTENDENT and provide additional evidence as to why the increase is warranted. The final decision to grant an increase rest solely with the SUPERINTENDENT and denial of such is not a basis for termination of services by the VENDOR.

SUPERINTENDENT will not approve an adjustment to the rate schedule in the event that a Federal fuel tax is imposed.

15.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the SUPERINTENDENT upon request will execute a certificate of exemption which will certify that the SUPERINTENDENT is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of the SUPERINTENDENT. No excise tax for such materials shall be included in any proposal price.

16.0 INVOICES AND PAYMENTS

SUPERINTENDENT will provide the VENDOR with an anticipated billing document for monthly review within 5 business days from the last day of each month. Once verified by the VENDOR, the VENDOR will submit an invoice for the SUPERINTENDENT's review and issue payment. Any discrepancies or revision requests of the anticipated billing document must be provided to the SUPERINTENDENT within 3 business days. Invoices shall be submitted under the same company name shown on the RFP. The SUPERINTENDENT shall make payment for services furnished under the RFP within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

17.0 SAFETY REQUIREMENTS

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws shall be observed. VENDOR shall maintain sufficient safeguards against the occurrence of accidents, injuries, damage, or hurt to any person or property and he/she shall be responsible for the same if such occurs. No children accompanying VENDOR will be permitted on any SUPERINTENDENT site.

18.0 LAWS AND REGULATIONS

VENDOR shall certify to the SUPERINTENDENT that they meet all requirements of the California Department of Transportation, the California Department of Education, and the California Public Utilities Commission, including but not limited to; Drive Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other law, rule, regulation, or procedure of the Federal or State Governments pertaining to the transportation of students. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, he shall bear all costs arising therefrom.

19.0 CONFLICT OF INTEREST

SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351. No employee, officer, or agent of the

SUPERINTENDENT or Vendor shall participate in the selection, award, or administration of this contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

20.0 CONFIDENTIALITY

VENDOR shall not disclose information about the SUPERINTENDENT'S business or business practices and safeguard confidential data which VENDOR staff may have access to in the course of system implementation.

21.0 COMPLIANCE WITH APPLICABLE LAWS AND GRANT

Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Laws and requirements applicable to such grant.

22.0 FEDERAL FUNDING

Services under this RFP will be funded as a whole or in part by federal funds. Vendors must comply with all applicable federal laws, regulations, and executive orders, including but not limited to the Education Department General Administrative Regulations (EDGAR), 2 CFR Part 200 (Uniform Guidance), and any other applicable requirements for federally funded contracts. Failure to comply with these requirements may result in disqualification or contract termination. Federal funds used under this contract shall not be used for religious instruction, political activities, or to influence legislation.

23.0 RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by the SUPERINTENDENT for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after final payment, final expenditure reporting, or as otherwise required by federal regulations.

24.0 EQUAL EMPLOYMENT OPPORTUNITY

Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the Contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

25.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Each respective bidder must be in good standing and must not be excluded from bidding on requests that utilize public or federal funding. The SUPERINTENDENT will be responsible for determining the status of prospective bidders to ensure the bidder is not on the exclusion list. Prospective bidders submitting a proposal will not be considered for award if it is determined that they are excluded from bidding based on the information provided by the www.sam.gov website.

26.0 ALCOHOL AND TOBACCO-FREE POLICY

In the interest of public health, the SUPERINTENDENT provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the SUPERINTENDENT. Failure to abide with this requirement could result in the termination of this contract.

27.0 DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

28.0 CONFIDENTIALITY OF STUDENT INFORMATION

VENDOR shall maintain the confidentiality of all student records and confidential information obtained in the performance of services under this Agreement and shall comply with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and applicable California Education Code provisions. Confidential information shall be used solely for the purpose of performing services under this Agreement and shall not be disclosed to any unauthorized person or entity. The VENDOR shall immediately notify the SUPERINTENDENT of any actual or suspected unauthorized disclosure or breach of confidential information and shall cooperate fully in resolving the matter. These confidentiality obligations shall survive the expiration or termination of the Agreement.

29.0 PERFORMANCE MONITORING / REPORTING

The SUPERINTENDENT reserves the right to monitor VENDOR performance throughout the term of the contract. Performance monitoring may include review of transportation records, trip completion, on-time performance, missed or canceled trips, service complaints, incidents, communication responsiveness, vehicle and driver compliance, and other reasonably necessary information to evaluate service quality.

VENDORS must maintain sufficient documentation to support all transportation services invoiced and shall provide records or reports reasonably requested by the SUPERINTENDENT for contract monitoring, payment verification, or compliance purposes.

30.0 MANDATED REPORTER COMPLIANCE

The consultant or VENDOR shall comply with all mandated reporter obligations under Penal Code §11165.7 and EC §44691, including annual training. By signing this agreement, the consultant or VENDOR agrees to and certifies that they are following all applicable requirements under SB 848 when conducting business with the SUPERINTENDENT.

31.0 BID BOND/BID SECURITY

Each RFP shall be accompanied by cash, cashier's check or bond payable to the San Bernardino County Superintendent of Schools or a satisfactory bid bond in favor of the San Bernardino County Superintendent of Schools executed by the VENDOR as principal and a satisfactory surety company as surety, in the amount of Five Hundred and no/100 Dollars ($500.00).

Such cash, cashier's check or bond shall be given as a guarantee that the VENDOR will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within five (5) days after being requested to do so by the SUPERINTENDENT, the cash, check or bond, as the case may be, shall be forfeited to the SUPERINTENDENT. If the RFP is not accepted within ninety (90) days after the time set for the opening of RFPs, or if the successful VENDOR executed and delivered said contract within the specified time, the cash, cashier's checks, or bonds will be returned.

32.0 ASSIGNMENT

VENDOR shall not assign this contract or any part thereof without prior written consent of the **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for the performance of work called for under said contract by all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and Government Code.

33.0 TERMINATION

Without limiting any rights or remedies which SUPERINTENDENT may have in the event of any default by VENDOR, SUPERINTENDENT shall have the right, upon ninety (90) days prior written notice to VENDOR, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given.

34.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:

34.1 If notice is given to SUPERINTENDENT, by personal delivery to SUPERINTENDENT or by depositing same in United States mail, enclosed in a sealed envelope, addressed to SUPERINTENDENT, postage prepaid and registered.

34.2 If notice is given to VENDOR, by personal delivery to said VENDOR, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said VENDOR at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.

34.3 If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving notice, postage prepaid and registered.

35.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

36.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

37.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

38.0 FINGERPRINTING

This RFP is subject to the provisions of Education Code Section 45125.1 and 45125.2. VENDOR'S employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. VENDOR shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. SUPERINTENDENT may request the removal of an employee from the site at any time. Failure to comply with this provision may result in termination of the Contract.

39.0 LIQUIDATED DAMAGES

VENDOR agrees that if the services are not completed in strict accordance with the Specifications and other Contract Documents, it is understood, acknowledged and agreed that the SUPERINTENDENT will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the VENDOR shall pay the SUPERINTENDENT as fixed and liquidated damages, and not as a penalty, the sums stated below. VENDOR and SUPERINTENDENT agree that because of the nature of the service rendered, it is difficult to fix the actual damage to the SUPERINTENDENT for nonperformance of service. Therefore, VENDOR and SUPERINTENDENT agree that a fixed amount of One Hundred Fifty and no/100 Dollars ($150.00) be assessed as liquidated damage for each of the following, not to exceed Six Hundred and no/100 Dollars ($600.00) per vehicle per day. This amount will increase in accordance with negotiated rate adjustment percentages.

a. Trips that leave a pick-up location early or are more than ten (10) minutes late to a destination as scheduled.
b. For each student trip missed; SUPERINTENDENT considers any trip more than 45 minutes late as a missed trip.
c. Video, audio, seat belts and/or other equipment not used or provided as required.
d. Van/small-capacity vehicle with a two-way radio not in proper working condition for any reason.
e. Failure by a driver, dispatcher, or another VENDOR employee to immediately follow the prescribed procedure regarding reporting:

    1. Breakdown;
    2. Accidents;
    3. Vans/small-capacity vehicles out of service;

4. Vans/small-capacity vehicles being placed into service;
5. Late vehicle (Route is running late by 5 minutes or more – applies to multi-day assignments.)
6. Cover relief or standby driver on the route;
7. Reporting of possible driver substance abuse.

f. Failure of the driver to notify the dispatcher of running late for any reason.
g. GPS not installed or working properly.
h. Late because of a failure to fuel.
i. Failure to provide the required Vehicle attendant.
j. Release of a student alone, to an unauthorized person, or without authorization.
k. Failure to report a serious incident (any event placing a student's health or safety in jeopardy.)
l. Driver using a cell phone, electronic device, or headset while transporting students.
m. Air conditioning and/or heating not working or working improperly.
n. Failure to submit accident reports within 72 hours.
o. Failure to possess or adhere to the appropriate route sheet.

Determination to charge Liquidated Damages is at the sole discretion of the SUPERINTENDENT. The provisions with respect to liquidated damages are in addition to, and not in limitation of any other rights or remedies available to the SUPERINTENDENT under the Contract or the laws of the State of California, or laws of the Federal Government.

In addition, this RFP is requesting As-Needed Services and liquidated damages will not be enforced for refusing initial service requests, future service requests or any requests that do not require repeated scheduled routes. Liquidated damages become enforceable upon the awarded vendor accepting the short-term, individual request or extended term request from the SUPERINTENDENT, thus making the awarded vendor obligated to perform the transportation services. The provisions of this paragraph regarding liquidated damages do not apply when delays are caused by conditions beyond the VENDOR's control, such as, but not limited to, acts of God, as determined by the SUPERINTENDENT. The VENDOR and his surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85.

40.0 FORCE MAJEURE

In the event VENDOR is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, pandemic, acts of war, civil disorders, or other similar acts, VENDOR shall not be held liable to SUPERINTENDENT for such failure to comply. In the event SUPERINTENDENT is unable to comply with any provisions of this agreement due to causes beyond its control relating to acts of God, pandemic, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to VENDOR for such failure to comply.

41.0 SB 88 COMPLIANCE

The Contractor shall comply with all applicable requirements of California Education Code Sections 39875-39882, as added by Senate Bill 88 (SB 88), and any subsequent amendments or implementing regulations. The Contractor shall ensure that all drivers, vehicles, training programs, inspections, records, background clearances, and operational practices meet applicable SB 88 requirements for school-related pupil transportation services.

Prior to contract award and throughout the term of the agreement, the Contractor shall provide written attestation and supporting documentation, upon request, demonstrating compliance with all applicable SB 88 requirements, including but not limited to criminal background clearances, driver qualifications, driving record requirements, training, medical and tuberculosis clearances, vehicle inspections, and maintenance standards. Failure to maintain compliance with SB 88 requirements during the contract term may constitute a material breach of contract and grounds for termination.

SCOPE OF WORK

OVERVIEW

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is requesting proposals from qualified VENDORS to provide specialized, flexible, and reliable door-to-door transportation services primarily for eligible McKinney-Vento and Foster Youth students during the 2026–2027 school year. The SUPERINTENDENT may also utilize the selected VENDOR on an as-needed basis to provide transportation for students enrolled in SUPERINTENDENT programs when authorized.

The anticipated population includes approximately twenty (20) to thirty-five (35) students annually, generally ranging in age from ten (10) through nineteen (19) years old. Transportation will primarily be provided on an individual student basis and may include one-way, round-trip, recurring, short-term, or as-needed service.

Pickup locations may include residences, shelters, foster placements, hotels, temporary housing, and other SUPERINTENDENT-authorized locations. Destinations may include SUPERINTENDENT Alternative Education sites and other SUPERINTENDENT administrative facilities for authorized educational programs or special events.

Transportation services may cross county lines as necessary to serve eligible students. Anticipated service areas include San Bernardino, Los Angeles, and Riverside Counties. Services may also be required in Orange County should programmatic or student needs change.

PURPOSE

The purpose of this RFP is to establish a reliable transportation resource for McKinney-Vento and Foster Youth students whose circumstances may create transportation barriers to consistent attendance at school or SUPERINTENDENT educational programs.

The selected VENDOR must be capable of providing safe, dependable, and timely individual transportation while responding appropriately to changing student circumstances and transportation needs. Although McKinney-Vento and Foster Youth transportation represents the primary intended use of this contract, the SUPERINTENDENT may authorize transportation for students enrolled in other SUPERINTENDENT programs when the transportation is educationally or program related.

Actual enrollment, transportation needs, trip frequency, and service locations may fluctuate throughout the contract period. Estimates provided in this RFP are for planning purposes only and do not constitute a minimum volume or guarantee of services.

SCOPE OF WORK

The selected VENDOR will provide safe, reliable, and flexible door-to-door transportation for individual students as authorized by the SUPERINTENDENT. Services may be recurring, one-time, temporary, intermittent, short-term, or otherwise as needed.

Transportation will generally be provided using regular passenger vehicles, including sedans and small SUVs, suitable for transporting individual students. School buses are not anticipated to be required for the services contemplated under this RFP.

Transportation will generally involve a single student rider. The VENDOR must be capable of providing dedicated transportation for individual students and shall not combine unrelated students into the same vehicle unless specifically authorized by the SUPERINTENDENT.

Services are limited to educational and program-related transportation. Transportation for medical appointments, court appointments, personal appointments, or other non-educational purposes is outside the scope of this RFP.

SERVICE SCHEDULING AND RESPONSE REQUIREMENTS

Transportation schedules will vary according to student placement, school or program location, program schedule, and the distance between the student's pickup and destination. Anticipated service hours will generally occur between approximately 7:00 a.m. and 4:00 p.m.; however, actual pickup times may vary based on the student's location and required travel time.

Because the circumstances of McKinney-Vento and Foster Youth students may change with limited advance notice, the VENDOR must be able to accommodate changes to existing transportation arrangements and respond to newly identified needs. Urgent or newly requested transportation should be accommodated as soon as reasonably possible, with a target of providing service within forty-eight (48) hours when feasible and authorized by the SUPERINTENDENT.

The VENDOR must maintain an effective process for confirming transportation arrangements and communicating with designated SUPERINTENDENT personnel regarding scheduling changes, delays, cancellations, missed pickups, inability to fulfill a request, or other circumstances affecting service delivery.

For planning purposes, the SUPERINTENDENT anticipates that approximately twenty-five percent (25%) of transportation requests may be one-way; however, actual trip types and volumes may vary.

STUDENT SAFETY AND SERVICE REQUIREMENTS
Student safety is the primary consideration in the delivery of all transportation services. The VENDOR must maintain procedures to protect students throughout transportation and appropriately respond to circumstances involving student safety, welfare, emergencies, accidents, incidents, significant delays, missed pickups, or other service disruptions.

The VENDOR must ensure that drivers assigned to student transportation maintain professional conduct and understand their responsibility for student safety throughout each authorized trip.

Designated SUPERINTENDENT personnel must be promptly notified of any accident, incident, safety concern, significant delay, missed pickup, or other event that may affect a student's safety or the delivery of authorized services.

No attendants, aides, behavioral support personnel, medical transportation services, wheelchair-accessible vehicles, or other specialized transportation accommodations are anticipated as part of routine services. No car seats, booster seats, or other specialized transportation equipment are anticipated. Proposers may provide optional pricing for such services and equipment; however, they are not included within the requested scope of work.

COMMUNICATION AND TRIP COORDINATION
The VENDOR must provide designated points of contact responsible for transportation coordination and service-related communication. The VENDOR must communicate promptly with authorized SUPERINTENDENT staff regarding transportation status, scheduling, changes, delays, cancellations, incidents, and other matters affecting service delivery.

The VENDOR must maintain accurate information for each authorized transportation assignment and promptly communicate any circumstance that may prevent or interfere with scheduled service.

No transportation service may be initiated without appropriate authorization from the SUPERINTENDENT.

VEHICLES AND DRIVERS
The VENDOR is responsible for providing safe, properly maintained, legally operated, and appropriately insured vehicles and qualified drivers for all transportation services.

No buses will be required for this service. All vehicles used to provide services must be properly licensed, registered, insured, maintained, and inspected in accordance with applicable federal, state, and local requirements. Vehicles must be maintained in safe operating condition and equipped with required safety equipment, including a first aid kit.

The VENDOR is responsible for ensuring that all applicable drivers and vehicles meet SB 88 requirements throughout the term of the resulting agreement. Requirements include, as applicable, driver licensing and qualifications, criminal background and fingerprint clearance, satisfactory driving records, DMV pull-notice participation, drug and alcohol testing, tuberculosis clearance, initial and ongoing training, first aid certification, daily vehicle inspections and logs, and other pupil transportation requirements established by law.

Vehicles must be inspected as required by California law, including applicable inspection requirements at a facility licensed by the California Bureau of Automotive Repair. The VENDOR must maintain documentation demonstrating compliance and provide such documentation to the SUPERINTENDENT upon request. The VENDOR must monitor

changes to applicable laws and regulations and remain responsible for maintaining compliance throughout the contract term.

DRIVER QUALIFICATIONS
Drivers assigned to provide transportation must possess all licenses, permits, certifications, clearances, training, and other qualifications required by law for the vehicle operated and services performed. Drivers must maintain satisfactory driving records and meet applicable requirements for the transportation of pupils. The VENDOR must maintain sufficient qualified drivers to accommodate recurring transportation assignments as well as short-term, urgent, and changing requests.

CONFIDENTIALITY AND STUDENT INFORMATION
Confidential student information may be provided to the VENDOR when necessary to coordinate authorized transportation services. Such information must be protected and used only for purposes directly related to providing authorized transportation.

The VENDOR must comply with all applicable federal and California confidentiality, privacy, and student information requirements, as well as SUPERINTENDENT policies governing the handling and protection of confidential information.

Access to student information must be limited to personnel who require the information to perform authorized transportation services.

DOCUMENTATION AND REPORTING
The VENDOR must maintain accurate records of transportation services provided under the resulting agreement. Records must be sufficient to verify authorized transportation activity, including scheduled and completed trips, cancellations, no-shows, delays, missed pickups, and other service exceptions.

The SUPERINTENDENT may request transportation records or reports as reasonably necessary to verify service delivery, monitor contract performance, reconcile services, address discrepancies, and evaluate the effectiveness and reliability of transportation services. The VENDOR must cooperate with reasonable requests for documentation and provide applicable records in a clear and usable format.

COMPLIANCE
VENDOR must comply with all applicable federal, California, and local laws, regulations, licensing requirements, insurance requirements, vehicle requirements, driver requirements, and SUPERINTENDENT policies applicable to the services provided.

All licenses, permits, insurance, certifications, registrations, clearances, and other documentation necessary to legally and safely provide the transportation services must remain current throughout the term of the resulting agreement.

The VENDOR is responsible for ensuring that its personnel, vehicles, and operations remain compliant with all applicable requirements throughout the contract period.

VENDOR QUALIFICATIONS AND EXPERIENCE
Proposals must demonstrate the VENDOR's qualifications and experience in providing transportation services to school-age children, youth, or other populations requiring safe and reliable passenger transportation.

The VENDOR must have a minimum of two (2) years of experience providing student transportation services or transportation services comparable in size and scope to those described in this RFP. Preference may be given to demonstrated experience serving McKinney-Vento students, Foster Youth, students experiencing changes in housing or placement, or other populations requiring individualized or non-traditional transportation.

VENDORS should provide information addressing:
- Company history and length of time providing transportation services;
- Experience providing student, youth, school-related, or specialized transportation;
- Experience serving McKinney-Vento students, Foster Youth, or similar populations, if applicable;
- Geographic service area, staffing, fleet capacity, and operational resources;
- Driver recruitment, screening, training, and qualification procedures;
- Vehicle safety, inspection, and maintenance procedures;
- Scheduling, dispatch, communication, and trip-monitoring capabilities; and
- Procedures for emergencies, incidents, delays, cancellations, missed pickups, and changing transportation requests.

AS-NEEDED AND NON-EXCLUSIVE SERVICES
Transportation services under this RFP will be provided on an as-needed basis and are not guaranteed. The SUPERINTENDENT may request services based on individual student needs, program requirements, geographic availability, scheduling requirements, funding, and other operational considerations. SUPERINTENDENT is not obligated to assign all transportation needs to a selected VENDOR and may utilize one or more awarded VENDORS based on availability, service area, response time, vehicle availability, student needs, cost, and other factors determined to be in the best interest of the SUPERINTENDENT and students. **No minimum number of students, trips, hours, mileage, or expenditures is guaranteed under any resulting agreement.**

BID BOND/PROPOSAL SECURITY
Each RFP shall be accompanied by cash, cashier's check or bond payable to the San Bernardino County Superintendent of Schools or a satisfactory bond in favor of the San Bernardino County Superintendent of Schools executed by the VENDOR as principal and a satisfactory surety company as surety, in the amount of Five Hundred and no/100 Dollars ($500.00).

2026/2027 FISCAL YEAR ESTIMATES*:

SERVICE	ESTIMATED REQUIREMENT
Primary Student Population	McKinney-Vento and Foster Youth students (door-to-door)
Estimated Student Participants	Approximately 20–35 students annually
Student Age Range	Approximately 10–19 years old
Arrangement	Individual student transportation; single rider
Anticipated Vehicle Types	Regular passenger vehicles, including sedans and small SUVs
School Buses	None. Not anticipated to be required
Anticipated Service Hours	Generally 7:00 a.m. to 4:00 p.m.; pickup times may vary based on distance between the student's location and destination
Urgent/New Transportation Request	As soon as reasonably possible, with a target response/service timeframe of within 48 hours when feasible
Service Area	Anticipated service areas include San Bernardino, Los Angeles, and Riverside Counties. Services may also be required in Orange County should programmatic or student needs change.
Potential Pickup Locations	Residences, shelters, foster placements, hotels, temporary housing, and other SUPERINTENDENT-authorized locations
Primary Destinations	SUPERINTENDENT Alternative Education sites and other SUPERINTENDENT administrative buildings for authorized educational programs and special events
Specialized Transportation Equipment	Not anticipated
Wheelchair-Accessible Vehicles	Not anticipated
Attendants/Behavioral Support	Not anticipated
Medical Transportation	Not anticipated

This McKinney-Vento program will utilize federal funding, with a maximum annual cost for services not to exceed $200,000.00. The annual funding amount may increase or decrease during the contract term and is not guaranteed. Any changes to the annual funding amount will be communicated prior to each renewal year and will be subject to mutual agreement by both parties.

PROPOSAL CONTENT/EVALUATION CRITERIA

VENDOR shall submit one (1) USB Flash Drive version and one (1) hardcopy of their proposal in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages shall be numbered at the bottom of each page. Any proposal attachments, documents, letters, and supporting materials submitted by the **VENDOR** shall become part of the proposal and, if selected, may become part of the resulting Agreement.

Each **VENDOR** shall submit a complete proposal containing all requested information. Additional supporting documentation may be included as appendices and should be referenced within the applicable proposal section. All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document. Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

The content and sequence of the proposals will be as follows:

I. TITLE PAGE

Indicate the name of the **VENDOR**, local address, authorized contact person, telephone number, and email address.

II. TABLE OF CONTENTS

III. COMPANY DATA (5 points)

Provide an overview of the VENDOR's organization, including:

a. Years in business and experience providing transportation services;
b. Business structure and primary areas of transportation service;
c. Experience providing transportation services to school districts, County Offices of Education, public agencies, or other organizations serving children and youth;
d. Geographic service area and operational capacity; and
e. Any contract terminations for cause, significant performance issues, or litigation related to transportation services within the past five (5) years, including corrective actions taken, if applicable.

IV. REFERENCES (5 points)

Provide three (3) references from school districts, County Offices of Education, public agencies, or other organizations for which the VENDOR has provided transportation services similar in scope and complexity to those requested in this RFP.

For each reference, include the organization name, contact person, title, telephone number, email address, dates of service, and a brief description of the transportation services provided.

Preference may be given to references involving student transportation, individualized transportation, foster youth, students experiencing homelessness, or other specialized transportation populations.

V. TRANSPORTATION EXPERIENCE, STAFFING & SAFETY QUALIFICATIONS (25 POINTS)

Describe the VENDOR's experience, staffing structure, regulatory compliance, and safety practices, including:

a. Experience providing transportation to school-age children and youth;
b. Experience providing individualized, door-to-door, recurring, short-term, or as-needed transportation;
c. Experience serving students experiencing homelessness, Foster Youth, or students requiring transportation due to changes in housing, placement, school assignment, or other circumstances;

d. Driver recruitment, screening, licensing, background-check, training, and qualification procedures, including the VENDOR's ability to meet applicable California pupil transportation requirements under Senate Bill 88 (SB 88);

e. Driver supervision, performance monitoring, and procedures for addressing complaints or safety concerns;

f. Vehicle safety, inspection, maintenance, cleaning, and replacement procedures, including procedures for maintaining compliance with applicable SB 88 vehicle requirements;

g. Procedures for responding to accidents, vehicle breakdowns, emergencies, delays, missed pickups, and other transportation incidents; and

h. Ability to maintain adequate staffing and vehicle availability to respond to changing transportation requests while maintaining compliance with all applicable federal, state, and local requirements.

VI. PROPOSED SERVICES & IMPLEMENTATION PLAN (35 Points)

Provide a detailed description of the VENDOR's proposed approach to delivering the services requested in this RFP, including:

a. Demonstrated understanding of the transportation needs of McKinney-Vento and Foster Youth students;

b. Proposed approach to providing safe, reliable, and individualized door-to-door transportation;

c. Process for receiving, accepting, scheduling, dispatching, modifying, and documenting transportation requests;

d. Ability to accommodate one-way, round-trip, recurring, short-term, temporary, urgent, and as-needed transportation requests;

e. Proposed response times for new transportation requests and ability to accommodate changes or cancellations;

f. Communication procedures between drivers, dispatch personnel, and authorized SUPERINTENDENT staff;

g. Pickup and drop-off procedures, including student verification and release procedures;

h. Trip monitoring, GPS tracking, electronic trip verification, or comparable technology available to the SUPERINTENDENT;

i. Procedures for documenting completed trips, missed trips, delays, cancellations, incidents, and other service exceptions; and

j. Ability to provide supplemental transportation for students enrolled in SUPERINTENDENT programs when authorized and as needed.

VII. FEE DISCLOSURE (25 Points)

VENDORS shall provide a complete rate sheet for all proposed transportation services. Standard transportation rates shall include, as applicable:

a. One-way trip rate;
b. Round-trip rate;
c. Hourly rate;
d. Mileage rate;
e. Rates by vehicle type;
f. Wait-time charges;
g. Cancellation or no-show charges;
h. After-hours, weekend, or holiday rates; and
i. Any other applicable fees or charges.

VENDORS shall also provide pricing for the following **optional** services, equipment, personnel, and accommodations. These items are not anticipated as part of the standard transportation services but may be requested by the SUPERINTENDENT on an as-needed basis. VENDORS shall identify the applicable rate or fee for each item offered.

j. Specialized transportation equipment;
k. Wheelchair-accessible vehicles;
l. Attendants or behavioral support personnel;
m. Medical transportation or transportation requiring additional accommodations;

n. Child safety seats, including car seats and booster seats

o. Other specialized transportation services, equipment, or accommodations the VENDOR is capable of providing.

Optional service pricing shall be clearly separated from the VENDOR's standard transportation rates.

SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Submitted herewith is **VENDOR'S** proposal to provide Specialized Transportation Services. **VENDOR** hereby submits this proposal in response to the Request for Proposals (RFP) and will provide the services described herein in full compliance with the requirements and specifications outlined in the RFP.

Acknowledgment of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Addenda to Request for Proposals issued by the **SUPERINTENDENT**, as set forth below. **VENDOR** confirms that this proposal incorporates and is inclusive of all items required by **SUPERINTENDENT'S** Request for Proposals and Addenda thereto.

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

E-mail address: _____

Phone: _____

BID BOND

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as "**Principal**", and _____ as "**Surety**", an admitted **Surety** insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, in the penal sum of Five Hundred and 00/100 Dollars ($500.00) of the **Principal** submitted to the said **SUPERINTENDENT** for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the **principal** has submitted the accompanying RFP dated _____, 20_____, for the services of:

RFP NO. 26.27.0700
SPECIALIZED TRANSPORTATION SERVICES

NOW THEREFORE, the **Principal** shall not withdraw said bid within 90 days after said opening; and the **Principal**, when given Notice of Intent to Award, shall within seven (**7**) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the **SUPERINTENDENT**, in accordance with the bid as accepted and give bond with good and sufficient **surety**(ies), as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the **Principal** shall pay the **SUPERINTENDENT** the difference between the amount specified in said bid and the amount for which the **SUPERINTENDENT** may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the **SUPERINTENDENT** in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

In the event, a suit is brought upon this bond by the SUPERINTENDENT, and judgment is recovered, the **Surety** shall pay all costs incurred by the **SUPERINTENDENT** in such suit, including reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

(Corporate Seal)

_____
Principal

_____
By

_____
Title

(Corporate Seal)

_____
Surety

_____
By

_____
Title

(Attach Attorney-in-Fact Certificate)

_____
Telephone

NON-COLLUSION DECLARATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____, 20___, at _____, California

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Labor Code Section 3700:

Every employer except the State of California shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ _____
Vendor

By: _____
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____day of_____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1.) The dangers of drug abuse in the workplace;

2.) The person's or organization's policy of maintaining a drug-free workplace;

3.) The availability of drug counseling, rehabilitation and employee-assistance programs;

4.) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning **(a)** the prohibition of controlled substances at the workplace, **(b)** establishing a drug-free awareness program, and **(c)** requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the **SUPERINTENDENT** determines that I have either **(a)** made a false certification herein, or **(b)** violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Name of Company

_____
Signature

_____
Name and Title of Signer

_____
Date

CERTIFICATION OF COMPLIANCE:

CALIFORNIA CHILD ABUSE & NEGLECT REPORTING ACT (CANRA) – MANDATED REPORTER REQUIREMENTS

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

The Vendor represents and warrants that its employees, agents, and subcontractors assigned to perform services under this Agreement will comply with all applicable provisions of the California Child Abuse and Neglect Reporting Act (CANRA), including California Education Code section 44691, California Penal Code section 11165.7 et seq., and all other applicable laws governing mandated reporters and required child abuse prevention training. The Vendor shall ensure that all covered personnel remain in compliance with these requirements throughout the term of the Agreement and shall be responsible for monitoring such compliance.

The undersigned Authorized Representative warrants and certifies the following on behalf of the Vendor:

1. **Mandated Reporter Compliance.** The Vendor understands that personnel whose duties require contact with or supervision of students may qualify as mandated reporters under California law and are responsible for complying with all applicable reporting requirements.

2. **Required Training.** The Vendor certifies that all covered personnel assigned to this Agreement have completed, or will complete within the time required by law, all state-approved mandated reporter and child abuse prevention training required by applicable California law. Training shall be renewed annually, as required by law. The Vendor shall ensure that any new employee, agent, or subcontractor assigned to perform services under this Agreement complies with these requirements before or within the timeframe required by law.

3. **Training Records.** The Vendor shall maintain records demonstrating compliance with the required training for all covered personnel and shall provide documentation to the SUPERINTENDENT upon request.

4. **Reporting Responsibilities.** The Vendor understands that each mandated reporter has an individual legal obligation to report known or reasonably suspected child abuse or neglect directly to the appropriate agency in accordance with California law. Reporting concerns to a supervisor or school administrator does not satisfy an individual's legal reporting obligation.

5. **Non-Compliance.** The Vendor agrees to immediately remove from SUPERINTENDENT property any personnel who fail to comply with the required training or other applicable mandated reporter requirements. Failure to comply with these requirements may constitute a material breach of the Agreement and may result in termination of the contract, in addition to any other remedies available by law.

By signing below, the undersigned certifies that the Vendor understands and agrees to comply with the requirements set forth above.

_____
Name of Company

_____
Signature

_____
Name and Title of Signer

_____
Date

EDUCATION DEPARTMENT OF GENERAL ADMINISTRATION REGULATION (EDGAR)

FEDERAL FUNDING CONTRACT (EDGAR) COMPLIANCE FORM

(COMPLETED FORMS MUST BE SUBMITTED WITH PROPOSAL)
(4 pages)

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools (SUPERINTENDENT) for any contract resulting from this procurement process. SUPERINTENDENT is the subgrantee or sub-recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.
Pursuant to Federal Rules (A) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does **CONTRACTOR** agree? YES _____Initial

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)
Pursuant to Federal Rules (B) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by the **CONTRACTOR**, in the event **CONTRACTOR** fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. **SUPERINTENDENT** also reserves the right to terminate the contract immediately, with written notice to **CONTRACTOR**, for convenience, if **SUPERINTENDENT** believes, in its sole discretion that it is in the best interest of **SUPERINTENDENT** to do so. The **CONTRACTOR** will be compensated for work performed and accepted and goods accepted by **SUPERINTENDENT** as of the termination date if the contract is terminated for the convenience of **SUPERINTENDENT**. Any award under this procurement process is not exclusive and **SUPERINTENDENT** reserves the right to purchase goods and services from other vendors when it is in the best interest of the **SUPERINTENDENT**.

Does **CONTRACTOR** agree? YES _____Initial

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does **CONTRACTOR** agree? YES _____Initial

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does **CONTRACTOR** agree? YES ____Initial

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does **CONTRACTOR** agree? YES ____Initial

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term and after the awarded term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
b. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds to all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does **CONTRACTOR** agree? YES _____Initial

RECORD RETENTION REQUIREMENTS FOR
CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The **CONTRACTOR** further certifies that **CONTRACTOR** will retain all records as required by 2 CFR § 200.333 for a period of three (3) years from the date of submission of the final expenditure report or resolution of any audit findings, whichever is later after grantees or sub grantees submit finalexpenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does **CONTRACTOR** agree? YES _____Initial

CERTIFICATION OF COMPLIANCE WITH

THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does **CONTRACTOR** agree? YES _____Initial

CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that **CONTRACTOR** certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: _____

Address: _____

City:_____ **State:**_____ **Zip:**_____

Phone Number:_____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____