



MADERA COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PROPOSALS

RFP No. 25-001

STUDENT TRANSPORTATION

SPECIAL NOTICE:

Inquiries: Any questions regarding this RFP or selection process must be directed solely to the Madera County Superintendent of Schools via email to klinderholm@mcsos.org. Proposers inclusive of any perspective team members and their employees or others who may be involved or engaged in the work and contract following this solicitation are requested not to contact MCSOS, Board members, or MCSOS staff other than MCSOS in connection with this selection process or their interest in it. Any proposers who violate this request may be disqualified from further consideration.

STAY INFORMED!

If you are interested in submitting to this RFP, or just want to stay informed about this RFP, please contact klinderholm@mcsos.org

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>PAGE NUMBER</u>
NOTICE OF INVITATION	1
RFP SECTIONS:	
I. RFP INSTRUCTIONS.....	2
II. GENERAL TERMS AND CONDITIONS	4
III. SPECIAL TERMS AND CONDITIONS	7
IV. INTRODUCTION	9
V. DESIRED SERVICES	10
VI. EVALUATION PROCESS	20
VII. EVALUATION CRITERIA	22
SUBMITTAL CHECKLIST	24
CONTRACTOR QUESTIONNAIRE.....	25
PROPOSED PRICING FORM	27
PIGGYBACK CLAUSE.....	28
REQUEST FOR REFERENCES	29
NON-COLLUSION DECLARATION.....	30
NO PROHIBITED INTEREST/CONFLICTS.....	31
PROPOSAL SIGNATURE PAGE FORM.....	32
ATTACHMENT I: CERTIFICATION REGARDING LOBBYING.....	33
DISCLOSURE OF LOBBYING ACTIVITIES.....	34
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES	35
IRAN CONTRACTING ACT CERTIFICATION	36
CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR	37
EXHIBIT A – AGREEMENT	41
APPENDIX A – ROUTE LIST SERVICE SCHEDULE.....	43

END

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PROPOSALS RFP No. 25-001 STUDENT TRANSPORTATION

NOTICE OF INVITATION

Notice is hereby given that Madera County Superintendent of Schools (MCSOS) is soliciting Request for Proposals for **RFP No. 25-001, STUDENT TRANSPORTATION** for transporting special needs pupils and other designated individuals enrolled in schools and classes held within the jurisdiction of the MCSOS and/or who reside within the boundaries of Madera County. Award will be to the most responsible, responsive proposal based on the evaluation criteria outlined in the RFP document. The initial contract term will be two (2) years with the option to extend by mutual agreement for one (1) additional two (2) year period.

A MANDATORY Virtual Pre-proposal conference is scheduled Monday, April 21, 2025 at 11:00 AM. Proposers interested in responding to this RFP must attend in order to have their proposals accepted as responsive. The virtual Pre-proposal conference will be hosted via Zoom with options to join online or over the phone. Instructions are posted [online at www.mcsos.org](http://www.mcsos.org).

Proposals will be received prior to **2:00 P.M.** on **May 2, 2025** via email. Proposals shall be emailed to: klinderholm@mcsos.org in PDF format. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) mailed copies of submittals will not be accepted. Proposals will not be read out loud as they are based on proposal criteria scoring.

Madera County Superintendent of Schools reserves the right to accept or reject any or all vendors or any combination thereof.

Copies of the RFP documents may be downloaded at www.mcsos.org. Refer any questions to klinderholm@mcsos.org prior to 48-hours of conference.

Distributed: April 7, 2025
Published dates: [Click here to enter a date.](#)
[Click here to enter a date.](#)

I. RFP INSTRUCTIONS

1. **RFP Submittal.** Proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section V, DESIRED SERVICES. Proposals will be evaluated on **1000 possible points** based on cost, travel time/student experience, location of yard, ability to deliver proposed solution/references, and history/experience serving disabled riders.

2. **Pre-Proposal Conference.** Interested proposers must attend the Mandatory Virtual Pre-proposal conference in order to have their proposals accepted as responsive.

In order to have questions addressed at the Pre-conference, Proposers may submit questions via email to klinderholm@mcsos.org prior to 48-hours of conference.

All questions regarding this RFP are to be submitted via email to: klinderholm@mcsos.org. Final questions must be submitted by **5:00 P.M. on April 18, 2025**, to allow sufficient time for release of any final addendum prior to the bid closing date and time. The MCSOS will distribute to all Proposers the questions and answers by addendum as deemed appropriate.

To control information disseminated and protect the integrity of the bid process of this RFP, Proposers interested in submitting responses are directed not to make personal contact with members of the governing Board, MCSOS Administration, or staff.

The purpose of the pre-conference is to inform interested parties regarding the bidding process, and to provide explanation of the services sought by the MCSOS, as well as answers to questions submitted via email.

3. **Qualifications.** Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) or mailed or copies of the RFP will not be accepted.

Proposers shall submit proposals in PDF format via email to: klinderholm@mcsos.org

The MCSOS reserves the right to request clarification of information submitted by any firm in determining the most responsive, responsible proposal that best meets the MCSOS' desired goods and/or services.

The MCSOS reserves the right to conduct discussions with any or all proposing proposers, but may, at its sole discretion, elect to conduct interviews with the highest ranking firm(s).

4. **Accept or Reject Proposer.** The MCSOS reserves the right to accept or reject any or all Proposers or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process and/or proposals. The cost for developing responses to this RFP is entirely the responsibility of the proposers and shall not be chargeable to MCSOS.

5. **Signing of Proposal.** Each proposal must be executed by the Proposer or its authorized representative. Proposers may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Proposal Form to bind the Firm to its submission, etc.).

If a Proposer is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Proposal Form on behalf of Proposer. Only that joint venturer or partner shall execute the form. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to

act for and bind Proposer in all matters relating to the RFP; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Firm assumed under the Proposal and under any Contract arising therefrom. The Proposal shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

6. **Schedule.**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date	4/7/2025
Pre-Proposal conference	4/21/2025 at 11:00 AM
Deadline to receive final questions	4/18/2025 at 5:00 PM
Proposal due date	5/2/2025, prior to 2:00 PM
Evaluation of Proposals	5/2/2025 – 5/16/2025
Potential interviews, site visits, and negotiations	5/19/2025 – 5/30/2025
Anticipated Award Date	6/9/2025

7. **Withdrawal of Submission.** Submission may be withdrawn at any time prior to the due date of the RFP with written notification to the MCSOS.

8. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the proposing firm of the RFP as proposed by the MCSOS. The MCSOS reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by MCSOS whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered.

9. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the RFP. Pursuant to Government Code section 1090, no MCSOS officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall MCSOS officers or employees be purchasers at any sale or Proposers at any purchase made by them in their official capacity. No official or employee of MCSOS who is authorized in such capacity and on behalf of MCSOS to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any contract or any subcontract in connection with the RFP, shall become, directly or indirectly, financially interested in the RFP or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a “remote interest” in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer’s vote with the remote interest per Government Code 1091.

10. **Anti-discrimination.** Madera County Superintendent of Schools prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment,

intimidation, or bullying you should contact your school site principal and/or the MCSOS's Chief Compliance and Title IX Officer Joseph Casarez, by phone at 559-662-6240, by email at jcasarez@mcsos.org, or in person at 1105 S. Madera Ave, Madera, CA.

11. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance to Government Code 6252, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The MCSOS shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the MCSOS may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the MCSOS will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the MCSOS by Proposer shall become the property of the MCSOS and may be used as it deems appropriate.

12. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation does not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the MCSOS with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

STATEMENT OF QUALIFICATIONS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned proposals will not be accepted.
2. **PROPOSER DILIGENCE** - Submission of Proposal signifies the proposer's careful examination of the RFP Instructions, Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed.
3. **ELECTRONIC SUBMISSION OF SEALED BIDS** - Unless otherwise stated in the RFP INSTRUCTIONS, Proposals shall be submitted electronically, in PDF format, via email in the Schedule herein. Thereafter, the bid is "sealed" and is no longer in the control of the proposer. Proposals that are faxed or hand delivered, directly to the MCSOS will not be accepted. Proposers are solely responsible for timely submission of Proposals to the MCSOS in the manner set forth herein, including allowance for upload speeds.

Each Proposer shall ensure that its Proposal:

- a. Contains all documents as required herein; and
- b. Is submitted via email, in PDF format, by date and time shown in the above Schedule or as modified by an Addendum.

4. **DEFINITIONS** – Responsible; a proposing party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a proposal which meets all the specifications set forth in the request for proposal.

5. **ACCEPTANCE OR REJECTION OF SUBMISSIONS** – The MCSOS may select all or any combination of proposals, whichever is in the best interest of the MCSOS, provided also that proposer(s) may specify that the MCSOS’s acceptance of one item shall be contingent upon the MCSOS’s acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

6. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) and signed/countersigned agreement(s) shall evidence the contractual agreement between the Proposer(s) and the MCSOS and the proposer’s acceptance of these RFP Instructions and Conditions.

7. **DEFAULT BY CONTRACTOR** – The MCSOS shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the MCSOS may, upon written notice to the proposer, cancel the contract/purchase order in its entirety, and may, whether or not the contract is cancelled in whole or in part, purchase the services elsewhere without further notice to the proposer. The prices paid by the MCSOS at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the MCSOS from the proposer or deducted from any funds due to the proposer.

8. **INSURANCE** – Proposer shall secure and maintain in force during the term of this agreement comprehensive general liability and automobile policies utilizing an occurrence policy form, with combined single limits of Ten Million Dollars (\$10,000,000) or \$1,000,000 per person, \$10,000,000 per accident with no annual aggregate limit for property damage, bodily injury, sexual misconduct, and harassment. Additionally, the contractor shall provide Umbrella liability insurance in the amount of Five Million Dollars (\$5,000,000). **In the event that “CONTRACTOR’S” Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims, contractor shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. Madera County Superintendent of Schools shall each be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.** Written notification by the carrier to the MCSOS at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

9. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices for services performed under the contract, to the Business Division of the MCSOS via email to: AP@MCSOS.org. Invoices shall be submitted under the same firm name as shown on the proposal and must include the Purchase Order Number. The successful Proposer(s) shall list separately any taxes PAYABLE BY THE MCSOS and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The MCSOS shall make payment for services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized MCSOS Representative.

10. MISCELLANEOUS PROVISIONS:

- a) **Assignment of Contracts** – The successful Proposer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the MCSOS.
- b) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Firm and MCSOS and their respective successors and assigns.
- c) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- e) **Entire Agreement** – This proposal and all attachments thereto constitute the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.
- f) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the MCSOS. The MCSOS reserves the right to obtain goods or services from another source when necessary.
- g) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless MADERA COUNTY SUPERINTENDENT OF SCHOOLS, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the MCSOS, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the MCSOS.
- h) **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.
- i) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. The venue shall only be with the appropriate state or federal court for Madera County.
- j) **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- k) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the proposer agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the MCSOS. If a contract is awarded, Proposer(s) agrees to complete the attached agreement and agrees to the terms and conditions set forth in (Exhibit A).

- l) **Termination without Cause** –This Agreement may be terminated by the MCSOS upon giving ninety (90) calendar days advance written notice of an intention to terminate.

III. SPECIAL TERMS AND CONDITIONS

A. AGREEMENT TERM – Upon award, the initial contract term will be two (2) years with the mutual option to extend for up to one (1) additional two (2) year period. The successful proposer shall be awarded a contract commencing July 1, 2025, through June 30, 2027. Initial pricing must remain fixed through June 30, 2027.

B. RATE ADJUSTMENTS - The prices set forth in the Proposed Pricing Form which the MCSOS shall pay the Proposer may be adjusted on June 1 of each contract year beginning in 2027, provided the Proposer submits to the MCSOS in writing their request for rate adjustment no later than January 15 of that contract year. The adjusted rates will be equal to the Consumers Price Index, Transportation for all Urban Consumers, U.S. City Average, as published by the U.S. Department of Labor, Bureau of Statistics for the January-to-January period immediately preceding the adjustment date. In no event, however, shall the rate of increase granted exceed three percent (3%) in a given contract year for the first two (2) years. Upon mutual agreement, baseline pricing may be reset in the first year of the extension.

C. METHOD OF DETERMINING AWARD - The MCSOS will award a contract to the proposer with the best valued proposal. If necessary, negotiations will begin with the highest ranked Proposer. If a mutually acceptable agreement cannot be reached, negotiations with that Proposer will be formally closed and negotiations will be opened with the next highest ranked Proposer, and so on until an agreement can be reached.

Section 39820 of the California Education Code allows the governing board to "let the contract for the service to other than the lowest bidder." Although it is the MCSOS's intent to award to the proposal submitting the lowest price, information gained from evaluating the Proposer Questionnaire, as well as, site evaluations of one or more facilities where the proposer currently provides transportation services by contract to special education pupils and infants and any other issues deemed relevant to the bid will be used by the MCSOS in formulating its recommendations.

D. PRICES PROPOSED - The proposer shall specify in their bid the amount of the service charge for each section of service for which they deem a separate charge is warranted. Such charges shall be the sole basis for payment, except as is expressly otherwise allowed by supplemental agreement with the MCSOS. All the fees and charges proposed by the Proposer shall provide for and include full compensation for all the fees, charges, or other payments due or that will become due under the terms of the contract.

E. COMPLIANCE WITH FEDERAL PROVISIONS

IN ACCORDANCE WITH 2 CFR PART 200 APPENDIX II

(A) Contracts for more than the simplified acquisition threshold, 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 for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Proposers Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) 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 subgrants of amounts in excess of \$150,000 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).

(H) 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 governmentwide 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 contains 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.

(I) 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 certifies 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 takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

F. PROFESSIONAL RELATIONSHIP - It shall be the sole right and responsibility of PROPOSER to create and maintain a professional relationship with MCSOS, its employees, and its partners.

G. PERFORMANCE GUARANTEE - The successful proposer will be required to provide a continuous performance bond in the amount of five million dollars (\$5,000,000) executed by a surety satisfactory to the MCSOS and filed with the Executive Director of Purchasing. Said bond shall be furnished sixty (60) calendar days prior to the start of the contract period. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

H. LEVEL OF SERVICE - The successful proposer shall be required to perform the services specified to the complete satisfaction of the MCSOS. If at any time during the life of this contract such service, in the opinion of the MCSOS, should become unsatisfactory, and after notice of unsatisfactory service has been given, without correction, the contract may be terminated after the date of such written notice from the MCSOS to the Proposer.

IV. INTRODUCTION

Madera County Superintendent of Schools (MCSOS) is in the city of Madera, California. MCSOS provides educational services to a diverse student body of approximately 400 special needs students in grades Pre-School through 12, and an Adult Transition Program. MCSOS is one of the largest employers in the Madera County, employing approximately 500 employees.

V. DESIRED SERVICES

A. SCOPE OF WORK

The Madera County Superintendent of Schools will contract with one contractor for transportation services by private owned carriers to fulfill the MCSOS's needs for transportation of approximately 63 (sixty-three) pupils/riders, transported on 4 (four) runs, travelling approximately 374 (three hundred seventy-four) miles daily, which includes approximately 2 (two) pupils who require use of a wheelchair, qualified for Student Transportation services residing within the jurisdiction of the MCSOS from the pickup address to drop off address and return to designated delivery address, said addresses to be designated by the MCSOS. Such transportation shall be provided, in accordance with routes and schedules established between the MCSOS and firm.

All work performed and all equipment used by proposers shall comply with all applicable 'Regulations and Laws Relating to Pupil Transportation in California' as established by the California State Department of Education.

By submitting a signed proposal, the proposer declares that such equipment meets all safety regulations. If the proposer intends to utilize another carrier for any reason, prior approval from the MCSOS Transportation Services is required. Any additional carrier must be covered under the primary proposer holder's insurance policy.

The MCSOS may require special education transportation services for field trips that would not be included in Home to School routes. Those services will be requested separately and charged consistent with terms of this contract.

Transportation Service Requirements:

During the contract period, the MCSOS requirements for handicapped student transportation services is estimated to be as follows:

School Calendar Year. Approximately 2-4 (two to four) vehicles are estimated to be required on each school day (traditional and Extended School Year ESY) for approximately 195 (one hundred ninety-five) days. The overlap is included with the equipment requirements. The MCSOS offers an extended summer school which would add approximately 15 (fifteen) additional days (180 (one hundred eighty) regular year days and 15 (fifteen) ESY days).

Routing and scheduling information will be provided no later than 15 (fifteen) consecutive calendar days prior to the start of school. This includes traditional school, summer school, etc. Routes and schedules can only be altered by written approval of the MCSOS.

The MCSOS will:

1. Assign passengers to routes, Including staff behavior and medical support riders to accompany some students
2. Assign approximate passenger order of pickup and drop-off
3. Establish arrival and departure times at schools.
4. Assign vehicle capacity to routes.
5. Provide timely information with respect to minimum day schedule.
6. Provide special instructions for passengers requiring special handling, treatment and/or medication.

The Proposer will:

1. Report to MCSOS with current information on changes in highway and road conditions.
2. The driver assigned to the route shall dry run each route and schedule at least one time five days before start of school each year and the proposer shall report to the MCSOS the results and any problems which may appear, at which time the driver will present parent/guardian with a completed Route Notice of pickup/delivery.
3. If the Proposer determines a need to adjust an established route, other than in the course of usual daily changes instituted by the MCSOS, in any way that would directly change the time, place or manner or

pickup of any passenger, the Proposer must immediately notify the MCSOS verbally and follow-up in writing within 24 (twenty-four) hours.

4. Based on student need, IEP, and/or doctor orders, students may need to be accompanied by a MCSOS health or behavior assistance rider, provided by MCSOS.

The MCSOS or other public agency shall assign all routes to schedules in keeping with safety to passengers, so as to cause delivery in accordance with the following:

1. Passengers may arrive at their assigned schools not sooner than 20 (twenty) minutes, not later than 5 (five) minutes prior to the start of their classes and must be picked up at the close of their classes, except where other arrangements are approved by MCSOS.

When a pupil is added to the transportation list the Proposer shall transport said pupil no later than the second school day following said notice.

The MCSOS shall notify the Proposer of the effective date a pupil is deleted from the authorized transportation list before 10:00 a.m. on the school day prior to the deletion date.

Where children are required to be helped in and out of the vehicle a driver is to be provided by the Proposer who can physically and willingly assist such children.

The MCSOS reserves the right to adjust the hours of pickup and delivery of passengers. Upon such request the Proposer shall implement the change not later than the second day after being notified of the change.

MCSOS/ Proposer Cooperation:

The MCSOS's Contract Administrator with the Supervisor of Transportation and the Proposer's General Manager will establish the following written guidelines for contacts and cooperation:

1. Establish a directory of personnel in each organization to contact for every type of communication.
2. Establish procedures for all communication to be confirmed in writing by both parties.
3. Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise, to settle them as quickly and as close to the source of the problem, as possible.
4. Establish procedures for resolution of disputes involving routes, schedules, public relations and other operational problems that may arise. This dispute resolution procedure shall be developed in writing and agreed upon no later than thirty (30) days prior to the opening of school.
5. The parties shall reach agreement regarding items 1-4 above no later than thirty (30) days prior to the opening of school. If no written agreement is reached by the parties within this time frame, the MCSOS may unilaterally develop a written procedure to cover items 1-4 above, which procedures shall be binding on Proposer.

The Proposer shall cooperate with the MCSOS in maintaining a good public relations program with the community and news media so that any pertinent items affecting the transportation program or the patrons of the MCSOS can be brought to the attention of the public.

The Proposer shall carry MCSOS furnished Pupil Identification/Emergency Cards on buses at all times.

Unscheduled School Closing:

1. The MCSOS shall not be obligated to accept, or pay for any services of the Proposer on those days when the schools of the MCSOS are closed to insure the health or safety of the pupils. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the MCSOS or other public agency.
2. Proposer shall agree, considering safety of operations, to operate during inclement weather conditions and will provide for appropriate equipment and trained personnel and will implement alternate vehicle routes, as necessary, and approved by the MCSOS under such inclement conditions. Foggy day schedules shall be determined by the MCSOS.
3. The MCSOS shall notify the Proposer of cancelled trips not less than one (1) hour prior to the first scheduled pickup per trip. If the MCSOS fails to give the Proposer one (1) hour notification of cancelled trips, the MCSOS shall pay the Proposer the driver(s) actual time or minimum call-out time, whichever is less.

Pupil Discipline:

The Proposer shall be responsible to the MCSOS for the maintenance of proper pupil discipline as an inherent factor to the safety of all persons aboard a school bus. The driver is to be primarily a reporting agent only and is not to perform acts of discipline. The following guidelines (among others) shall govern drivers employed by the Proposer in determining procedures to be followed in maintaining acceptable pupil discipline.

1. Bus drivers shall be responsible for maintaining orderly conduct to pupils while on the bus or while being escorted across any street, highway or road.
2. Proposer will furnish Pupil Conduct Report as approved by MCSOS.
3. Pupil behavior problems which develop on the bus will be reported, through issuance of an Owner approved Pupil Conduct Report, to the school principal or owner transportation representative for disciplinary action.
4. The program director or MCSOS transportation manager will counsel and work with pupils who have been referred by the driver in much the same way that they work with classroom referrals.
5. After the parents have been advised that a pupil has been a disciplinary problem on the bus, the MCSOS transportation manager or program director may remove a pupil from the bus for a short period of time. If behavior problems persist, the program director may remove a pupil from the bus permanently. Parents are to be notified by the program director, in writing and provide an opportunity for a conference on the matter with the appropriate administrator. The pupil's home school district will be notified by MCSOS.
6. The bus driver is not authorized to remove pupils from the bus.
7. The MCSOS is responsible to inform pupils and parents of the state regulations which relate to bus safety and behavior.

Types of Service Required:

- a. Basic Service consists of regularly scheduled routes. Activity trips may be included in a basic service if they do not require a separate call-out from the proposer's terminal. All rates shall be quoted on the basis of first pickup to arrival at school in the morning and from school to last drop-off in the afternoon including mid-day services. Time of operation shall be computed to the next nearest quarter (1/4) hour.
- b. School Day Excess Hour shall apply to trips not scheduled on a regular basis which may be added to regular school routes to allow extended use of the vehicle. Time shall start where existing route terminated and end with the last drop-off. Time of operation shall be computed to the next nearest quarter (1/4) hour.
- c. School Day Trips Requiring Separate Call-Out includes other mid-day trips requiring call-out of a vehicle from the Contractor's terminal. Other mid-day trips may be combined with an existing route so that separate call-out is not required. Time shall be computed from first pickup to school and/or from school to last drop-off. Time of operation shall be computed to the next nearest quarter (1/4) hour.
- d. Non-School Day requires dispatching a vehicle from the proposer's terminal on a non-school day or after 5:30 p.m. Time shall be computed from departure from school to return to school. Time of operation shall be computed to the next near quarter (1/4) hour.
- e. Most children will be transported on a round-trip basis. The normal exceptions will be: (1) in case of illness in school, or (2) when parents transport their children to or from schools. The MCSOS will attempt to notify the contractor of such situations as they occur.
- f. Most children will be picked up at their residence. To aid the Proposer in maintaining a timely schedule, the MCSOS expects the Proposer to wait for any late child no more than three (3) minutes beyond the normal established pick-up time. The Proposer shall be consistent in the time of pick up.
- g. The MCSOS reserves the right to occasionally observe any attendants at work to assess the interaction between children, attendant and driver. The MCSOS does not accept any responsibility to supervise attendants.
- h. The MCSOS may, at the request of either party, conduct in-service training for both driver and attendants.

Service Adjustments – Number of Vehicles

- a. The MCSOS reserves the right during the contract period, to order the services of MORE or FEWER vehicles, each with a driver, than the estimated numbers recorded herein and to revise the number of children assigned each vehicle and the schools to be served as conditions require.
- b. When additional vehicles are requested, the Proposer shall make every effort to secure that number of additions within a fifteen (15) calendar day period.

Minimum Staffing by Contract:

To insure the MCSOS responsible service for transportation activities, the Proposer shall provide a complete and effective management and supervisory compliment consisting of the following minimum Table of Organization.

1. General Manager- To deal directly with MCSOS Transportation office on all matters concerning the implementation and operation of the contract.
2. Dispatcher(s)- In sufficient numbers for dispatching and controlling routes and schedule implementation as instructed by MCSOS.
3. Driver Trainer and Safety Program Specialist- To be qualified to the MCSOS's satisfaction to train Proposer drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.
4. Fleet Maintenance Supervisor- To be responsible directly to the General Manager for the safety and mechanical condition of the Proposer's vehicles. Must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which will be available for MCSOS's inspection at all times.
5. Whenever a driver is on duty there must be a Proposer contact available.

Proposer Records and Reports:

Proposer shall provide to the MCSOS within five (5) working days of the request during the term of the Contract all pertinent books, records, reports and documents requested by MCSOS, including but not limited to the following:

1. Weekly report on all late or missed trips with cause of problem and corrective action taken.
2. Notification of hazards, problems, or obstacles observed by Proposer personnel along routes and schedules provided by MCSOS.
3. Accurate trip records showing schedule number, bus number, type of trip, number of children carried, time of trip, and miles traveled.
4. Copies of all, if any, California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Proposer vehicles.
5. Monthly report of vehicles receiving preventative maintenance services.
6. Monthly report of vehicles receiving major repairs.
7. Monthly summary report of trips other than regular, showing vehicle number, school elapsed time, mileage, MCSOS's authorization and MCSOS's cost.
8. In the event of any accident, injury or death, the Contractor will immediately notify the MCSOS. Copies of all accident reports shall be given by the contractor to the MCSOS within twenty-four (24) hours of an accident.

In addition, the MCSOS may carry out such monitoring, evaluation and auditing of the aforesaid records of the contract as the MCSOS may deem necessary after written notice of the Proposer.

MCSOS Information to Proposer:

No child shall be delivered to his/her authorized destination unless such delivery is made into the care and responsibility of an adult person known by the driver. If such "responsible person" is not present at the delivery location within a reasonable time, the pupil is to be delivered as directed, but not limited to the following:

1. To alternate address within the driver's route.
2. Vehicle yard for pick up by parent or guardian.
3. Police Station.
4. Child Protective Service.

The Proposer shall notify parents/guardians and the MCSOS Transportation Manager when:

1. Bus is involved in an accident.
2. Delivery of pupil will be late in excess of fifteen (15) minutes according to route/schedule.

To ensure passenger safety, drivers shall personally check safety devices on all passengers. All drivers must be given car seat installation instruction by a certified instructor.

B. CRITERIA FOR BEST VALUE SCORING AND SUBMISSION INSTRUCTIONS

The following criteria will be considered and kept in mind when allocating points in each of the five Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the MCSOS's objectives and forward-thinking goals.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

Criteria 1: Annual transportation cost to the MCSOS (200 Points)

Total cost to the MCSOS under this bid. **Please use the Proposed Pricing form to submit these details.**

MINIMUM HOURLY WAGE RATE: Proposer's are advised that, if awarded the contract, they will be required to pay special education bus drivers no less than the prevailing wage rate for Madera County, not including fringe benefits or length of service pay. In taking this position the MCSOS is demonstrating that it is willing to pay reasonable wages to allow the Proposer to attract and hold qualified driver personnel.

Vehicle sizes and numbers of passengers shown herein are an estimate for the contract period. This is for information only and is not guaranteed beyond the provisions that the Proposer will be afforded the option of refusing to deliver in excess of 25% (twenty-five percent) over the quantity so indicated until he has received the necessary additional vehicles in a timely manner. The needs of the MCSOS may be substantially more or less than such quantities specified in the terms of the contract.

Definition of terms and methods of computation for proposal rate form:

1. **BASE RATE.** This term means the minimum daily charge for each bus used shall be three (3) hours. Hours of use are to be considered as consecutive for billing purposes even though the schedules may call for split shifts consisting of one or more trips per vehicle in the morning, regularly scheduled mid-day trips, and one or more trips per vehicle in the afternoon. (See Example #1).

For the purpose of this bid, all hours are to be computed from first pickup at a designated stop until last drop off at a school in the morning, from first mid-day pickup to last mid-day drop off, and from first pickup at a school until last drop off at a designated stop in the afternoon. Deadhead time to and from proposer's yard in the morning and afternoon are not to be included in BASE RATE time computation. Proposer may charge for any hour or portion of hour, in excess of the BASE RATE used by any vehicle as part of its regular schedule (See Example #2).

EXAMPLE #1 - Vehicle is used 1 ½ hour in the morning and 1 ½ hours in the afternoon. This is a 3 hour BASE RATE vehicle since the 3 hour BASE RATE is the minimum daily charge per vehicle under this bid, except where indicated in the bid.

EXAMPLE #2 - Vehicle is used 2 hours in the morning and 1 ½ hours in the afternoon. This is a 3 hour BASE RATE, but contractor can charge MCSOS for fractions of hours, in excess of BASE RATE by pro-rating the hourly rate listed in Section A, above for the additional time. Charges for fractions of hours are to be computed by quarter of hours to the next highest quarter hour.

2. **Trips in Addition to Regular Schedule.** These terms define trips requested by the MCSOS in addition to the regular schedule covered by the BASE RATE.

Time computation for trips under this heading are computed the same as the BASE RATE (See #1 above) that is, from point of first pickup to point of last drop off. Deadhead time to and from proposer's yard is not included.

For any trip under this heading which is scheduled after the vehicle has completed all or a portion of its BASE RATE schedule and has returned to the proposer's yard and which requires the vehicle to return to the proposer's yard after the special trip before completing the balance of the BASE RATE schedule, a minimum call out charge may be established by the proposer (See Example #4). This would also apply to evening, holiday, weekend or any other non-school day where service is requested in writing by the MCSOS.

For any trip under this heading where the bus is not requested to return to the proposer's yard, either before or after the trip, the minimum call out charge is not applicable (See Example #4).

EXAMPLE #3 - Vehicle completes regular BASE RATE morning trips and returns to proposer's yard. Vehicle then leaves proposer's yard and performs a special trip for the MCSOS and returns to the proposer's yard before leaving for the regular afternoon BASE RATE trips. In this instance, the proposer is entitled to a minimum call-out charge, if applicable under proposer's proposal.

EXAMPLE #4 - Vehicle completes regular BASE RATE morning trips. Vehicle then departs from special trip point of origin without first returning to the proposer's yard before leaving for regular BASE RATE afternoon trips. In the instance, Proposer is not entitled to a minimum call out charge, but can charge the MCSOS for additional hours and miles actually used at rates stated in Section B of the Proposal Form.

3. **Assignment of BASE RATES.** Upon completion of the schedules and routes, in the third week of July of each year, the Proposer and the MCSOS will meet to assign the BASE RATE to each bus schedule. This BASE RATE

will be the charge for each bus schedule for the first two (2) weeks of school, regardless of any changes that may be required during that period for any bus schedule.

Criteria 2: Travel time for students, Service Experience, Drivers Qualifications, Equipment Requirements (250 Points)

- Travel time for Students
 - Most optimized and practical solution to reduce travel time per student per ride.

- Service Experience
 - The successful bidder shall be required to show the MCSOS his/her ability to perform on this contract. The successful bidder shall have had a minimum of three (3) consecutive years of experience transporting the types of passengers described in this bid in a educational setting MCSOS of similar magnitude and complexity. The bidder's ability to perform will be shown by its evidence of successfully performing the minimum of three (3) school years as required.
 - Quality of customer support proposed by the bidder for our families and staff using the service proposed under this bid.
 - Proposer's staff and executive team reflect a diverse community ready to serve the students and families of MCSOS.

- Drivers Qualifications
 - The Proposer shall employ qualified drivers trained and licensed in accordance with the laws of the State of California and any other applicable state and federal rules, regulations and guidelines and amendments or supplanting enactments, thereto.
 - Each driver shall have knowledge of the operation of the mobile two-way radio and the federal regulations concerning its use.
 - All drivers shall be well groomed and in uniform. The uniform will consist of a shirt only, short or long sleeve, poly/cotton blend or cotton, with a collar, button front and with the name of the contractor imprinted (patch acceptable) on the front shirt pocket or sleeve area, so as to be easily visible. Proposer shall provide all regular drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which driver shall wear at all times while on duty. Proposer shall require all drivers to have a time piece with them while on duty, so that driver can maintain established schedule times.
 - All drivers shall be trained and certified in CPR. All drivers shall be trained in car seat installation instruction by a certified instructor. Additionally, when pupils are identified as having specialized medical problems, the MCSOS will notify the Proposer that an assigned route driver may require additional training to accommodate the particular student's condition.
 - All drivers and relief drivers shall participate in a MCSOS approved safety program provided by the Proposer. The MCSOS shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating the transportation program.
 - The responsibility for hiring and discharging Proposer personnel, employed to carry out the contract, shall rest entirely upon the Proposer, and such personnel shall be employees of the Proposer and shall have no status or right with regard to the MCSOS. The Proposer agrees that it shall not enter into any agreement or arrangement with any employee, person, group or organization which will, in any way, interfere with the contractor's ability to comply to the full extent of the contract with the MCSOS and the requirements contained herein. The Proposer further agrees that the MCSOS shall have the right to require the removal of any driver from MCSOS assignment who, in the opinion of the MCSOS, is not qualified to safely operate a vehicle in accordance with MCSOS's standards and goals; however, the MCSOS's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on the MCSOS's part. Except as stated above, the assignment and discipline of employees, and all other matters incidental to the performance of services pursuant to the contract and the control of personnel so employed shall remain with

the Proposer.

- Equipment Requirements

- New bus equipment is preferred; Vehicles used to service this contract must be school buses, unless otherwise expressly allowed by the MCSOSs Transportation Department. At no time shall any vehicle be more than seven (7) years old or have more than 150,000 miles. Any equipment required by law or by a change in any applicable law or regulation shall be made by the Proposer at the proposer's sole expense.
- Proposer shall, at its sole expense, and during the entire term of the contract, keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the same were intended and in compliance with all laws and regulations applicable, thereto, and in order to insure the same, the Proposer will make the vehicles available in the Proposer's garage, for inspection by the MCSOS for a minimum of four inspections annually. The MCSOS may inspect vehicles at any time to insure that all vehicles are maintained in a clean, sanitary and safe condition. These inspections may be conducted at a specific school during a regular run. Date and times of inspections will not be posted in advance.
- Proposer shall keep stand-by equipment available and equal to 10% (ten percent) of vehicles regular service to assure that uninterrupted service can be provided in the event of mechanical breakdowns. Stand-by vehicles shall meet the same type equipment and capacity requirements as vehicles assigned to regular run.
- All buses must have a GPS system installed, and MCSOS will be provided with access to the software to be able to track the location of each bus. Proposer shall provide the MCSOS with a list of each route and the vehicle identification number being used.
- The Proposer shall assign an "Identification Number" to each vehicle (to be carried or marked by six (6) inch numerals painted on the front cowl, right rear, and near the entrance door of each vehicle) and furnish the MCSOS the description of each said vehicle and number on or before July 15th of each year. Proposer shall not use any markings or lettering which identifies such vehicle or equipment with, or as operated by, the MCSOS. Route identification signs are not included in this prohibition.
- All vehicles must have optional components including, but not limited to, front and rear heating and air conditioning to transport passengers comfortably at all times, automatic transmission, power steering, power brakes, heavy duty electrical components, gasoline, diesel or compressed natural gas engines (prior approval by the MCSOS required for any other alternative fuel), sound and insulation packages, white roof and tinted glass as dark as allowed by California law. The successful Proposer shall provide child safety seats, booster seats and safety vests as required per the condition of a pupil being transported. All vehicles shall be adequately equipped with adequate equipment to transport occupants safely.
- Proposer shall submit a list of vehicles to be used to provide service for this contract: (1) make of chassis, (2) make of body, (3) model, (4) type, (5) capacity, (6) GVW, (7) year of manufacture, and optional equipment provided on both chassis and body.
- Radio units to be used for this contract must be digital and will operate on a private frequency. The Proposer shall provide the MCSOS two radios that MCSOS staff can use to monitor radio communication.
- All vehicles operated by Proposer shall be equipped with a minimum three (3) camera system of 1080p resolution or better. Video recording storage drives must be a minimum of 500 GB.
- Quality and ease of use of technology proposed to be used by vendors for services in this bid, that allows the following:
 - Parents and MCSOS/school staff to track the vehicles or the student
 - Recording and reporting on time performance
 - Recording and reporting on our family's level of satisfaction
 - Timely incident reporting and Audio/Video capabilities on each vehicle
 - Invoicing and predicting MCSOSs spend trends
 - Other analytics and reports
- Proposer shall observe all Laws of the State of California governing the safe operation of equipment specified herein and training of personnel as it relates to the safety of students transported for the MCSOS,

or other public agency. Route times shall be scheduled through mutual agreement between the MCSOS and the Proposer to provide for semi-annual emergency exit drills. These drills shall be held within the first four (4) weeks of each school semester. If unexpected problems develop to prohibit such scheduled drills during the weeks specified, a make-up drill shall be scheduled as soon thereafter as possible.

Criteria 3: Yard Location (150 Points)

- Proposer's Location of Yard
- Viability of Proposer's Plan to Build a Local Bus Yard

Criteria 4: Ability to deliver proposed solution (200 points)

Proposer's Profile

- Provide the following information about Proposer's company:
 - The full company name (and any former name or dba names used), address, location, and phone number for Proposer's headquarters, branch and area offices that would support the MCSOS.
 - List the name(s), telephone number(s), and locations of Proposal's representatives who can be contacted regarding this proposal and any future business.
 - Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.
- Please attach evidence that supports viability of company for the duration of the contract. This evidence, if it contains financial details, can be submitted and marked CONFIDENTIAL and will only be used for evaluation purpose of this bid. Such info will be excluded from FOIA request and will not be disclosed to the public.
- All Proposers must provide the following information:
 - A Certificate of Insurance for the required minimum coverage amounts furnished sixty (60) calendar days prior to the start of the contract period.
 - A completed Contractor Questionnaire form, attached hereto
 - A completed Proposed Pricing Form, attached hereto
 - A response to the Piggyback Clause form, attached hereto
 - A completed Request for References form, attached hereto
 - A completed Non-Collusion Declaration form, attached hereto
 - A completed No Prohibited Interests/Conflicts of Interest Declaration form, attached hereto
 - A completed Proposal Signature Page form, attached hereto
 - A completed Certification Regarding Lobbying form, attached hereto
 - A completed Disclosure of Lobbying Activities form, attached hereto
 - A completed Iran Contracting Act Certification form, attached hereto
 - A completed Certifications to be Completed by Contractor form, attached hereto

Professional Qualifications

- Provide a succinct summary of the Proposer's organization's overall qualifications and capacity to provide the services requested in this RFP. Provide information that documents experience with providing student transportation services to K-12 public schools.
- Provide information about the Proposer's organization's experience providing excellence and services that are similar in nature to those requested in this RFP.
- Provide a plan to secure drivers and minimize late vehicles.
- Using the Request for References form provided, list (3) three client references, preferably from school MCSOSs, government agencies, or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with the approximate annual contract amount to each entity.

Safety

- Provide information about the Proposer's organization's approach to and track record of student safety and emergency planning, such as safety plans, training, policies, and protocols regarding student safety.
- Include a detailed safety plan describing how safety is prioritized in all aspects of service.
- Explanation and examples of how safety is prioritized and evaluated in key areas of Proposal's operations, such as staffing, routing, scheduling, statement management and training, vehicle maintenance and customer service.

Contingency Plan

Provide a comprehensive contingency plan detailing how services for students will be maintained in the event of school bus driver vacancies. This plan may include the utilization of alternative transportation options, such as vans or other vehicles, to ensure continuity of service. Percentage of spare vehicles. Additionally, specify any associated costs to the MCSOS for implementing these contingency measures.

Criteria 5: History/Experience Serving Disabled Riders (200 points)

In addition to the three (3) years of experience identified in Criteria 1, the Proposer shall provide information identifying their entity's history/experience serving disabled riders, including:

- Identifying specific educational organizations served who had disabled riders
- A history of collaboration with agencies whose clients represented a variety of disabilities
- Providing home-to-school transportation for disabled students
- A history of accommodating companion riders to support students with disabilities

VI. EVALUATION PROCESS

- A. The process that will be used by the MCSOS in identifying the most qualified and best value Proposer to perform services as outlined in this Request for Proposals will be as follows:
1. Evaluation Committee – An Evaluation Committee will review and evaluate proposal submittals.
 2. The Evaluation Committee will use a scoring matrix method of **1000 possible points**. The possible points for each area are provided in Section VII, Evaluation Criteria.
 3. The highest scoring proposal will be considered when determining award recommendation. The MCSOS will award a contract to the firm with the best valued proposal. If necessary, negotiations will begin with the highest ranked Proposer. If a mutually acceptable agreement cannot be reached, negotiations with that Proposer will be formally closed and negotiations will be opened with the next highest ranked Proposer, and so on until an agreement can be reached.
 4. The County Superintendent – Madera County Superintendent of Schools will approve the recommended Proposer.

VII. EVALUATION CRITERIA

A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Evaluation Criteria	Maximum Points
Annual transportation cost to the MCSOS 200 points issued to Proposer with lowest Total Extended Bid Price; Other proposals will be assigned points by dividing the lowest price by proposal price to achieve a percentage of the 200 available points ($\$100/\$110 = .90 \times 200\text{-points} = 180\text{-points}$)	200
Travel time for students, Service Experience, Drivers Qualifications, Equipment Requirements. (Communication, Real Time Tracking, and Software Apps)	250
Location of Yard	150
Ability to deliver proposed solution and References	200
History/Experience Serving Disabled Riders	200
Total	1000 points

B. Each best value criteria (except cost) shall be scored separately using the scoring guide below.

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors.	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%

	manner.				
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous.	NONE	0%

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal RFP

- RFP response addressing Scope of Work and all Criteria as specified in Section V. Desired Services
- Contractor Questionnaire
- Proposed Pricing Form
- Piggyback Clause Acceptance
- Request for References
- Non-Collusion Declaration Form
- No Prohibited Interest/Conflicts of Interest Declaration Form
- Proposal Signature Page Form
- Attachment I: Certification Regarding Lobbying
- Disclosure of Lobbying Activities (If nothing to disclose, please indicate “N/A” and sign)
- Iran Contracting Act Certification
- Certifications to be Completed by Contractor

Contractor Questionnaire

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title Location Phone Number

6. Point of Contact if Contract is Awarded:

Name, Title Location Phone Number

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school MCSOS or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

5. Please provide a record of any California K-12 contracts or business agreements you have been awarded or have discontinued within the past five (5) years.?

Attached details to Contractor Questionnaire prior to upload.

Proposed Pricing

1. Base Rates/Proposed Cost to the MCSOS

Proposed No. of Vehicles	Capacity of Vehicles	Base Rate for 3 Hours Per Vehicle	Additional Per hour Rate	Additional per mile Rate	Total proposed cost

Please use a separate sheet, exceptions, if any that could not be captured in above format (example – additional time charge may not be per hour but incrementally every 15 minutes).

2. Field Trips, Athletic Trips, Special Activity Trips

Capacity of Vehicles	Minimum Call Out Hours	Minimum Call Out Charge Rate	Rates for Additional Hours	Rates Per Miles	Lay Over Per Diem

3. Electric/Zero Emission conversion timeline

School Year	2025/26	2026/27	2027/28	2028/29	2029/30
% of fleet serving MCSOS under this bid electrified/zero emission					

PIGGYBACK

The Madera County Superintendent of Schools hereby authorizes other Agencies (including public, private & charter schools MCSOSs) in the State of California to purchase equipment and services under this RFP No. 25-001, STUDENT TRANSPORTATION and subsequent contract, using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the Madera County Superintendent of Schools waives its rights to having such MCSOS submit warrants and a reasonable fee payable to this MCSOS as provided in Public Contract Code 20118 and 20652.

Subsequent buyers using this Bid shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of this RFP.

Yes

No

Signature

Date

REQUEST FOR REFERENCES

RFP No. 25-001, STUDENT TRANSPORTATION

All Proposers shall submit with their proposal at least three (3) clients of similar scope and size in the last five (5) years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your RFP being determined non-responsive.

1.	_____	_____
	Owner/Company	Contact Person and Title
	_____	_____
	Address	Phone/Fax and email Address
	_____	_____
	City, State, Zip	Contract Period

	Scope of Work and annual contract amount	
2.	_____	_____
	Owner/Company	Contact Person and Title
	_____	_____
	Address	Phone/Fax and email Address
	_____	_____
	City, State, Zip	Contract Period

	Scope of Work and annual contract amount	
3.	_____	_____
	Owner/Company	Contact Person and Title
	_____	_____
	Address	Phone/Fax and email Address
	_____	_____
	City, State, Zip	Contract Period

	Scope of Work and annual contract amount	

NON-COLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID
Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title] of
_____ [company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer. All statements contained in the bid are true. The Proposer 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state].

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Proposer has reviewed and understands article 10 Prohibited Interests/Conflict of Interest of the RFP Instructions, and that Proposer has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Proposer and the MCSOS, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this article and thereby preclude Proposer from contracting with the MADERA COUNTY SUPERINTENDENT OF SCHOOLS. Proposer further understands that the provision of a bid/quote to Proposer over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Proposer, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with this article, Proposer understands that if Proposer is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered, the contract between Proposer and Madera County Superintendent of Schools may be void, and in such event Proposer may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Proposer has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Section I RFP Instructions, article 10 Prohibited Interests/Conflict of Interest, with respect to the undersigned Proposer, 2) I am authorized by Proposer to execute this form on Proposer’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____ [Company Name]

[Name and Title of Proposer’s Representative]

[Signature]

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed my Pricing Sheet for RFP No. 25-001, **STUDENT TRANSPORTATION** submitted herewith and agree to provide services consistent with the terms of the RFP at the prices identified on the Appendix 1 - Pricing Sheet submitted in my proposal.

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

To be signed by authorized company agent acknowledging submittal of RFP. Submittals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name and title of each person signing shall also be typed or printed below the signature. When requested by the MCSOS, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Professional License No. / Type / Exp. Date

City State Zip Code

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: contract b. grant cooperative agreement loan loan guarantee loan insurance	Status of Federal Action: bid/offer/application b. initial award c. post-award	Report Type: initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional MCSOS, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional MCSOS, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Firm/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Firm Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

CERTIFICATIONS TO BE COMPLETED BY PROPOSER

THE UNDERSIGNED MUST **CHECK EACH BOX** AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE MCSOS THAT:

He/she is a representative of the Proposer,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Proposer and that by executing the Agreement and these Certifications he/she is certifying the following items.

Workers' Compensation (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every Proposer will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this contract.

Equal Employment Opportunities (Code of Federal Regulations 60-1.4). I acknowledge and certify under penalty of perjury that I am aware of the provisions of Equal Employment Opportunities Clause which require every employer to remain free from discrimination 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.

Debarment. As required by Executive Order 12549, Debarment and Suspension, for participants or PROPOSERS in primary covered transactions:

A. The Proposer or FIRM'S certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year (3) period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year (3) period preceding this application had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Proposer or FIRM is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

BYRD Anti-Lobbying Amendment Certification. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

I certify that I am duly authorized to legally bind the Proposer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The MCSOS requires the Proposer, as a Proposer with the MCSOS, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If Proposer’s contract with the MCSOS has a cumulative value of \$5 million or more, Proposer certification here constitutes Proposer written response to the MCSOS, indicating:

- (1) that Proposer is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps Proposer has taken in response to Russia’s actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Proposer Name	Address
	City/State/Zip
Address of branch office used for this RFP if applicable	City/State/Zip of branch office
If subsidiary, name of parent company	Address of parent company
	City/State/Zip of parent company

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date	Proper Name of Proposer
Signed	Print Name / Title

END OF CONTRACTOR CERTIFICATIONS

EXHIBIT A

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, **2025** (“Effective Date”), is made and entered into by and between the Madera County Superintendent of Schools (“MCSOS”), and _____ (“CONTRACTOR”).

For the consideration stated below, MCSOS and CONTRACTOR agree as follows:

The complete Agreement includes and incorporates by reference herein all the “Contract Documents” as defined in the General Conditions which includes: the Agreement, all terms and conditions and provisions of **RFP No. 25-001 STUDENT TRANSPORTATION**, required forms, any appendix, schedules, or attachments, and all modifications, addenda, bulletins, and amendments.

1. CONTRACTOR was selected based on **the best value proposal to the MCSOS** and passed all criteria elements set forth in the RFP. The **pricing awarded** shall be delivered in a manner in strict accordance with all provisions of the complete Agreement as herein defined. The CONTRACTOR shall be liable to the MCSOS for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents.

2. For all “Services,” as defined in **RFP No. 25-001**, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services. The fee for services shall be their standard billing rates as shown in **the Proposed Pricing page** or as otherwise specifically approved in writing in advance by MCSOS.

3. As full consideration for the faithful performance of this Agreement the MCSOS shall pay to CONTRACTOR, the rates provided in CONTRACTOR’s pricing submitted with its proposal. Payment terms shall be Net 30 for the service satisfactorily provided. In the event any invoices do not match the pricing listed in the proposal, the MCSOS reserves the right to withhold any disputed amounts until the billing issues are corrected. Schedules shall be updated as allowed per the RFP terms and conditions.

- a. CONTRACTOR shall keep complete records showing all hours worked and all costs and charges applicable to work. CONTRACTOR will be responsible for CONTRACTOR’s consultants keeping similar records. MCSOS shall be given reasonable access to those records for audit purposes.

4. The contract shall commence on the date stated in the Agreement for **initial term of June 1, 2025 through June 30, 2027 for Pupil Transportation Services for two (2) years with the mutual option to extend for up to one (1) additional two (2) year period, subject to approval by both parties in writing ninety (90) calendar days prior to the contract renewal date. If CONTRACTOR does not intend to renew the Agreement, CONTRACTOR shall provide written notice to MCSOS at least ninety (90) calendar days before the Agreement anniversary date. MCSOS reserves the right to terminate the Agreement with due cause giving thirty (30) day written notice.** Due cause for termination of the Agreement shall be, but not limited to, failure to provide services required within a reasonable time period or for reason of unsatisfactory service, MCSOS does not appropriate funds for the goods/services listed in Agreement, or federal funding is not adequately secured.

5. During the term of this Agreement, including all renewal terms, CONTRACTOR shall maintain policies of insurance as required by the Contract Documents.

6. CONTRACTOR shall indemnify, hold harmless and defend MCSOS, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from CONTRACTOR’s work under this Agreement.

7. CONTRACTOR acknowledges that it is an independent CONTRACTOR and not an employee, agent, or representative of MCSOS. CONTRACTOR acknowledges that it shall be solely responsible for and shall indemnify and hold MCSOS harmless from all matters relating to payment of CONTRACTOR'S employees, SUBCONTRACTORS and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

8. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

9. Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

MADERA COUNTY
SUPERINTENDENT OF SCHOOLS

AWARDED BY

CONTRACTOR

Date

[Signatory Name] Date
[Title]

NOTE: If the CONTRACTOR is a corporation, CONTRACTOR must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement.

APPENDIX A

Sample Route List Service Schedule *(referenced for proposal, subject to changes)*

Language to be inserted regarding use as a guide only and all information is considered confidential