



REQUEST FOR PROPOSAL

RFP 04_25_26

SPED TRANSPORTATION SERVICES

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NOTE: The Table of Contents is to be made a part of the above-mentioned bid

Josephine Dy-Liacco
Supervisor, Purchasing Service

SCHEDULE OF EVENTS

RFP 04_25_26

SPED TRANSPORTATION SERVICES

RFP Issuance	Wednesday, June 11, 2025
Publication Dates	Wednesday, June 11, 2025 Wednesday, June 18, 2025
Last Day to Submit Proposal Questions	Thursday, June 26, 2025
Addendum for Answers to Questions	Thursday, July 3, 2025
RFP Due to the SCCOE	Friday, July 11, 2025
RFP Evaluation	Friday, July 18, 2025
Finalist Interviews	Thursday, July 25, 2025
Contract Start	TBA

NOTICE TO BIDDERS

The **Santa Clara County Office of Education (SCCOE)** hereby invites qualified vendors to submit a **Request for Proposals (RFPs)** to be received by the Purchasing Services Department at:

**1290 Ridder Park Drive
San Jose, California 95131-2304**

Deadline for Submission: Friday, July 11, 2025 by 3:00 PM

Please note that there will be **no formal public opening** of the proposals. All submissions will be evaluated based on **pricing, compliance with specifications, and other relevant criteria**, and may result in **single or multiple awards**.

Proposals that are **incomplete or noncompliant** with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

It is the sole responsibility of each bidder to ensure that proposals are **delivered to the address above** by the specified deadline. **Proposals submitted via email or facsimile (FAX) will not be accepted.** SCCOE is not liable for delays in delivery by the U.S. Postal Service or any other carrier.

The **Santa Clara County Office of Education (SCCOE)** reserves the right to **accept or reject all proposals**, and to **waive any irregularities or informalities** in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of **sixty (60) calendar days** following the RFP submission deadline.

Contact Information:

General Information

Josephine Dy-Liacco
Supervisor, Purchasing Services

Ph.: 408-453-6858

jdy-liacco@sccoe.org

Technical Questions

Kristie Kropp
Assistant Director

Special Education

Ph.: 408-453-6917

kkropp@sccoe.org

All inquiries regarding this RFP must be submitted in writing. Responses to questions will be shared with all known prospective respondents to ensure equal access to information. The **Santa Clara County Office of Education (SCCOE)** reserves the right to **amend the RFP** as necessary.

Any **addenda or updates** will be posted on the SCCOE website at:

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/Proposals-Posting-System.aspx>

It is the responsibility of all prospective respondents to **monitor the website** regularly for any amendments or addenda.

SECTION 1 PROJECT SUMMARY

1. OVERVIEW

The **Santa Clara County Office of Education (SCCOE) Special Education Department** is responsible for coordinating transportation services for students residing in **group homes** who attend **Non-Public Schools (NPS)**. These schools are located throughout **Santa Clara County**, with one additional NPS located in **Santa Cruz County**.

The number of students requiring transportation services will fluctuate throughout the academic year. For the **2025–2026 school year**, the projected number of students needing transportation is **10-12**.

Transportation schedules will vary based on the **individual bell times** of each school. Generally, bell times fall between **8:00 AM and 3:00 PM**, Monday through Friday.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

The **Santa Clara County Office of Education (SCCOE)** intends to award a contract for **student transportation services** for the period of **August 1, 2025 through June 30, 2026**, with an option to **extend for up to four (4) additional one-year terms** at the SCCOE's sole discretion. The contract will cover transportation for **students with special needs** enrolled in schools within the boundaries of **Santa Clara County**.

The **awarded vendor**, hereinafter referred to as the **Vendor** or **Contractor**, will be responsible for transporting students whose school attendance falls under the jurisdiction of the SCCOE.

As part of the contract requirements, the successful Vendor may be required to submit a **letter of organization**, identifying all members of the firm, corporate officers, and individuals authorized to sign legal documents. In the event of any proposed changes to the **name or legal structure** of the Contractor's business entity, **prior written notification** must be submitted to the SCCOE Purchasing Manager to ensure appropriate updates to the contract documentation.

These **Instructions to Vendors** are in addition to any other instructions or conditions outlined throughout the RFP.

While the **exact number of students** requiring transportation cannot be guaranteed, the SCCOE has prepared a **projected transportation schedule** for the **2025–2026 school year** based on the needs and data from the **2024–2025 academic year**:

Pick Address	Destination address	Days of Transport	Bell Times	Pickup Time	Drop Off Time	Restraint/safety vests needed?	Attendant Needed?	Can Student ride with others?	Ambulatory or Wheelchair?	Special Circumstances / Notes
Gilroy, CA 95020	AchieveKids - San Jose 1212 McGinness Ave, San Jose, CA 95127	M-F	9:00-2:30						ambulatory	
Gilroy, CA 95020	Spectrum 520 Sands Drive, San Jose, CA 95125	M-F	9:00-2:30						ambulatory	
San Jose, CA	AchieveKids - San Jose 1212 McGinness Ave, San Jose, CA 95127	M-F	9:00-2:30						ambulatory	
San Jose, CA	Pacific Autism Center for Education 1880 Pruneridge Ave, Santa Clara, CA 95050	M-F	9:15-2:15						ambulatory	
San Jose, CA	Pacific Autism Center for Education 1880 Pruneridge Ave, Santa Clara, CA 95050	M-F	9:15-2:15						ambulatory	
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SECTION 2 CONTACT AND SUBMISSION INFORMATION

1. PREPARATION AND SUBMISSION OF PROPOSAL

Vendors must submit **three (3) hard copies** of the complete proposal response. Proposals must be **received no later than 3:00 PM on Friday, July 11, 2025**, in the **Purchasing Department** of the **Santa Clara County Office of Education (SCCOE)**. There will be **no formal public opening** of proposals.

All proposals must be sealed and clearly labeled with the following:

- **Proposal Number:** RFP 04_25_26
- **Proposal Title:** SPED TRANSPORTATION SERVICES
- **Vendor Name**

Submit proposals to:

- Santa Clara County Office of Education
Josephine Dy-Liacco – Supervisor, Purchasing Services
1290 Ridder Park Drive
San Jose, CA 95131-2304

Late submissions will not be accepted. Proposals received after the designated time and date will be returned to the sender **unopened**. Proposals submitted by **fax or email will not be accepted** under any circumstances.

It is the **sole responsibility of the vendor** to ensure that the proposal is delivered to the Purchasing Department by the specified deadline.

Each proposal must include the **full business address** of the Vendor and be **signed by an authorized officer** of the Vendor using their usual signature. **Unsigned proposals will not be accepted.**

- **Partnership Proposals:** Proposals submitted by partnerships must list the **full names of all partners** and must be signed in the name of the partnership by one of the partners or by an authorized representative. The signature must be followed by the **name and title** of the individual signing on behalf of the partnership.
- **Corporation Proposals:** Proposals submitted by corporations must be signed using the **legal name of the corporation**, followed by the **state of incorporation**, and the signature and title of the **president, secretary, or another authorized corporate officer**. The name of the person signing must also be **typed or printed below the signature**.

Upon request by the SCCOE, the Vendor must provide **satisfactory evidence** of the authority of the officer signing on behalf of the corporation.

A Vendor may **withdraw** their proposal prior to the designated due date and time. However, once submitted, a successful Vendor will not be relieved of their proposal, unless **authorized by the SCCOE** or through the Vendor's lawful recourse.

Any changes to the proposal form, submission of **alternative proposals**, or modifications to the proposal documents may lead to the **rejection of the proposal**. **Oral, telephonic, or telegraphic modifications** of any proposal once submitted will not be considered.

The proposal submitted must not contain **erasures, interlineations**, or other corrections, unless each correction is **initialed** in the margin immediately adjacent to the correction by the person or persons signing the proposal.

Vendors are required to **thoroughly examine** and become familiar with all Proposal documents. The failure or omission of any Vendor to receive or review any Proposal document, form, instrument, addendum, or other related materials will not relieve the Vendor from their obligations under the Proposal. The **submission of a proposal** shall be considered as **prima facie evidence** of the Vendor's compliance with this requirement.

All questions regarding this Proposal should be submitted in **writing** to the attention of the **SCCOE Supervisor of Purchasing Services** via email at **jdy-liacco@sccoe.org** no later than **5:00 PM, June 26, 2025**. Written questions will be answered and shared with all registered prospective vendors as an addendum to be sent out by **Thursday, July 3, 2025**.

If a Vendor identifies discrepancies or omissions in the Proposal documents, they may submit a **written request** to the SCCOE for clarification or correction. Any necessary corrections will be issued via **addendum**, and any clarifications will be provided in writing. **Oral interpretations** of any provisions in the Proposal documents will **not** be provided to any Vendor.

The **SCCOE** reserves the right to award the contract as a **single lot** or on an **individual basis** to the lowest responsible contractor who best meets the specifications and requirements outlined in the RFP, considering past performance and other criteria set forth in the RFP document. The SCCOE will also consider the contractor's performance on any **recent contracts** with the SCCOE and other school districts. Given the nature of the mandated service requirements for **special needs student transportation**, the SCCOE may opt to award **multiple contracts** under a **tiered system**. In such cases, the SCCOE may call on contractors from tiers other than the lowest when immediate service is required and is unavailable from the tier one contractor, continuing through the tier system until the service needed is fulfilled.

The **SCCOE** reserves the right to **reject any or all proposals**, waive any informalities in the RFP or the bidding process, and evaluate the merits and qualifications of the materials, equipment, and services offered. The SCCOE will accept the proposal that is deemed to be the **most responsible proposal**,

meeting **all criteria specified in the RFP**.

Upon receiving the **award**, the successful Vendor will be required to enter into an agreement with the **SCCOE** using the **SCCOE's Professional Service Agreement** (attached with this RFP). The Vendor must also provide the required evidence of **insurance coverage** as specified in the Proposal.

If the successful Vendor fails to complete this process within **ten (10) calendar days** from the notice of award, the **SCCOE** reserves the right to **award the contract to another Vendor**.

Contractors who have access to students are required to submit a **driver list** along with the following documentation for everyone. Once all required information is on file, the individual may contact the SCCOE to schedule a **Live Scan fingerprint appointment** (cost: **\$74**).

- **New Contractor Packet:** <https://intranet.sccoe.org/rsc/forms/contracts/New-Contractor-Packet.pdf>
- **TB Risk Assessment** (Proof of TB clearance from within the past 60 days): https://intranet.sccoe.org/rsc/forms/contracts/TB_Risk_Assessment.pdf
- **Mandated Reporter Training:** <http://educators.mandatedreporter.ca.com/>
- Provide copy of current License/Credentials/Permit if required by the position
- **Living our Values: Code of Conduct:** <https://intranet.sccoe.org/docs/Code-of-Conduct.pdf> and **Technology Agreement** (Read each, submit nothing):

No individual, firm, or corporation shall be permitted to submit more than one response to this Proposal.

The contractor's response to the questions in the **Vendor Questionnaire** will be used to evaluate the vendor's capability to provide the required and satisfactory transportation services as outlined in this Proposal. Upon the request of the **SCCOE**, any vendor whose proposal is being considered for a contract award may be required to submit additional information, including evidence of **at least three (3) years of experience** in providing home-to-school transportation services for special education students.

Subcontracts with other Contractors. Vendors may not subcontract with other transportation firms to provide any services of this Proposal.

Each contractor shall submit **three (3) copies** of the **Vendor Questionnaire**, fully completed, along with their proposal response. The information provided in the Vendor Questionnaire will be used by the **SCCOE** during the evaluation and selection process.

The **SCCOE** may contact **user organizations** cited as references to assess whether the level of service provided was satisfactory or unsatisfactory. Additionally, the SCCOE may reach out to other referenced organizations, such as **banks and suppliers**, to verify the accuracy of the Vendor's responses.

Vendors are hereby advised that the **SCCOE** holds the **sole and exclusive right** to determine whether the Vendor can provide the required services.

SECTION 3 MISCELLANEOUS PROVISIONS

The **SCCOE** reserves the right to reject any or all proposals, to award the contract to any vendor in any manner it deems appropriate, to abandon the work entirely, or to waive any informality in the proposal process.

Prior to awarding the contract, the **SCCOE** may, at its sole discretion, require additional evidence from any vendor to assess their **qualifications** to **faithfully, capably, and reasonably** perform the proposed work. This evidence will be considered in the **decision-making process** for awarding the contract.

In accordance with **Section 39802** of the **California Education Code**, the governing board has the authority to award the contract to a vendor other than the lowest bidder. While it is the **SCCOE's** intent to award the contract to the responsive and responsible vendor offering the lowest price, the **Vendor Questionnaire** evaluation, site assessments of facilities where the vendor currently provides transportation services (including services for special education pupils), and any other relevant issues identified in the proposal will be considered by the **SCCOE** when making its recommendation.

The contract award, if made, will occur within **ninety (90) days** following the opening of the proposals.

1. ESTIMATED NUMBER OF PASSENGERS

The number of passengers provided herein is an estimate for the contract period and is for informational purposes only. The actual needs of the **SCCOE** may vary significantly and could be substantially more or less than the quantities specified in the terms of the contract.

2. VENDOR PERFORMANCE REQUIREMENTS

Successful vendor shall be required to demonstrate their ability to perform under this contract. The vendor must have a minimum of **two (2) consecutive years** of experience transporting the types of passengers described in this proposal within a school district or **SCCOE** of similar size and complexity. The vendor's ability to perform will be assessed based on evidence of successfully completing at least **two (2) school years** of similar transportation services. Please refer to the **Vendor Questionnaire** for further details.

3. NON-DISCRIMINATION

It is the **SCCOE's** policy that no discrimination shall occur in connection with any work performed under contracts, based on **race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age**. Therefore, the Contractor agrees to comply with all applicable **Federal** and **California** laws, including but not limited to the **California Fair Employment and Housing Act** (beginning with Government Code Section 12900), **Labor Code Section 1735**, and **SCCOE policy**.

Furthermore, the Contractor agrees to ensure that **all subcontractors** (if any) also comply with these requirements. The Contractor shall not engage in unlawful discrimination in employment on the basis of **actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation**.

4. DRUG-FREE & SMOKE-FREE POLICY

The SCCOE maintains a strict **no-drug, non-alcohol, and no-smoking policy** on its property. The use of controlled substances, alcohol, or tobacco is always prohibited in any **buildings** or **on the grounds** of SCCOE property. This policy applies to **students, staff, visitors, contractors, and subcontractors**.

5. TAXES

All taxes shall be included in the proposal prices. The SCCOE will pay only the **state sales and use taxes**. **Federal excise taxes** are not applicable to the SCCOE.

6. RIDING AIDE / ASSISTANT:

The SCCOE may require a **Riding Aide/Assistant** to accompany students on their transportation routes. The vendor shall provide qualified personnel to serve as Riding Aides/Assistants as needed. These individuals shall ensure the safety and well-being of students during transit and assist with any special needs or requirements as stipulated by the SCCOE.

DEFINITION OF TERMS AND METHODS OF COMPUTATION FOR PROPOSAL FORM

1. BASE RATE:

The term "**Base Rate**" refers to the **rate per pupil per day** for all route trips during the **2018-19 school year**, as outlined in **Section 1: Informational, Item #E**. This rate includes the standard costs associated with providing transportation services for the specified school year.

1. TRIPS IN ADDITION TO REGULAR SCHEDULE

The term "**Trips in Addition to Regular Schedule**" refers to transportation services requested by the SCCOE that are outside the scope of the regular schedule covered by the **BASE RATE**. These additional trips may include special or unscheduled routes, extracurricular activities, or other unique transportation needs that arise during the contract period.

The time for trips under this category is computed from the point of the **first pickup** to the point of the **last drop-off**. **Dead time** (time spent traveling to and from the Contractor's yard) is **not included** in the computation.

7. ADDITIONAL TRIP CHARGES

For any trip under this category that is scheduled after the vehicle has completed all or a portion of its **BASE RATE** schedule and has returned to the Contractor's yard, and which requires the vehicle to return to the Contractor's yard after the special trip before completing the remaining **BASE RATE** schedule, a **minimum call-out charge** may be established by the Contractor (see Example #1).

This charge will also apply to evening, holiday, weekend, or any other non-school days where service is requested in writing by the SCCOE.

For any trip under this category where the vehicle is **not** requested to return to the **Contractor's yard**—either before or after the trip, the **minimum call-out charge** will **not** apply (see Example #2).

Example #1 - Call-Out Charge Applicable

The vehicle completes its regular **BASE RATE** morning trips and returns to the **Contractor's yard**. The vehicle then departs from the yard to perform a special trip for the **SCCOE**, returning to the **Contractor's yard** before proceeding to the regular afternoon **BASE RATE** trips. In this case, the **Contractor** is entitled to a **minimum call-out charge**, if applicable, as per the **Contractor's Proposal**.

Example #2 - No Call-Out Charge

The vehicle completes its regular **BASE RATE** morning trips and then departs directly from the **special trip point of origin** without first returning to the **Contractor's yard** before leaving for the regular **BASE RATE** afternoon trips. In this instance, the **Contractor** is not entitled to a **minimum call-out charge** but may charge the **SCCOE** for **additional hours** and **miles** used, at the rates specified in the **Proposal Form**.

8. PRIOR TO AWARD

A. Certification, Documents, and Assurances

The **SCCOE** will require the submission of certifications, documents, and assurances from the **Vendor**, which will include, but are not limited to, the following:

B. Equipment Ownership or Guaranteed Delivery

The **Vendor** must be prepared to provide evidence that they either **own** or have **guaranteed delivery** of the equipment required under the contract.

C. Documentation and Demonstrated Ability

The **Vendor** must have submitted all required documentation, provided all requested information, and demonstrated the **willingness** and **ability** to perform the work as specified.

9. IN MAKING THE AWARD

The **award** will be given to the **Vendor**, offering the most advantageous proposal after consideration of all evaluation criteria. The **SCCOE** will establish an **Evaluation Committee** that will assess all proposals received based on the following criteria. The **SCCOE** is not obligated to accept the lowest priced proposal but will make an award that is in the best interest of the **SCCOE** after considering all factors.

The **SCCOE** may consider, but is not limited to, the following:

- **Vendor's Price Offer**
- **Vendor's Experience, Financial Responsibility, and Capability**
- **Vendor's Safety Record and Driver Training Program**
- **Vendor's Commitment to Furnish Vehicles** as specified in the contract
- **Assurance of Effective Operation** by the contract service requirement date
- **Adherence to Board Policies** regarding non-discriminatory employment practices
- **Responses to the Vendor's Questionnaire**
- **SCCOE Insurance Requirements:**
 - **Commercial General Liability:** \$1,000,000 per incident

- **Sexual Abuse or Molestation Endorsement:** \$1,000,000 per incident
- **Auto Liability:** \$5,000,000 per accident for bodily injury and property damage
- **Worker's Compensation:** Statutory limits, and **Employer's Liability** with limits of no less than \$1,000,000 per accident for bodily injury or disease
- **Other Insurance Provisions:** Additional Insured and Primary Insurance clauses

Vendors are required to complete all items in the proposal. Failure to do so may result in the rejection of the proposal.

A Vendor Questionnaire is required with the Proposal. Failure to complete and submit the questionnaire may result in the rejection of the Proposal.

The form of contract that the successful Vendor will be required to execute is included in this Proposal document as the Professional Service Agreement.

SECTION 4 EVALUATION AND AWARD CRITERIA

Selection of a proposal will be based on the following criteria to equal 100 points:

Criteria	Value
Price	25 Points
Reputation of the firm and of the firm's services	15 Points
Staff qualification and experience	25 Points
Firm's experience in transporting students with special needs	25 Points
Firm can work within the timeline provided in this RFP	10 Points

SECTION 5

1. SCOPE OF SERVICES

The **Contractor** shall provide transportation services for students residing in **LCI/group homes** within **Santa Clara County** to and from **non-public schools** as specified in each student's **Individualized Education Program (IEP)**. Services shall include, but are not limited to:

- Supplying and maintaining appropriate vehicles.
- Transporting students to and from designated non-public schools.
- Providing qualified drivers, mechanics, and all necessary support personnel to ensure safe and reliable service.
- Submitting reports and other documentation as required by the **County**.

The **Contractor** shall provide the following service activities, as appropriate, based on the individual needs of the students:

- **Fixed Route and/or Demand Response Service** – Consistent or on-demand transportation depending on student requirements.
- **Door-to-Door Service** – Direct pickup and drop-off at the student’s residence and school location.
- **Passenger Assistance Services** – Support for students during boarding, riding, and disembarking, including assistance for those with special needs.
- **Route Planning and Pick-Up Procedures** – Establishment and ongoing maintenance of efficient vehicle routes and student pick-up protocols.

Transportation shall be provided using the specified vehicles, at times and locations designated by the **SCCOE**. The **SCCOE** reserves the right to modify school hours, adjust start and dismissal times, and increase or decrease the number and type of vehicles required at its discretion.

Each service proposed must be priced separately, with any ineligible items clearly identified. Services may be awarded to multiple vendors. Offerors may choose to submit proposals for a single service within any category or for multiple services across any or all categories.

Region 4 ESC seeks a service provider with the necessary depth, breadth, and quality of resources to complete all phases of this contract. Additionally, **TCPN** invites respondents to propose any value-added commodities or services that can be offered under this contract.

While this solicitation specifically focuses on **Alternative Student Transportation**, respondents are encouraged to submit proposals for any products or services they currently offer as part of their normal course of business.

2. TRANSPORTATION SERVICE REQUIREMENTS

During the contract period, the estimated requirements for student transportation services by the **SCCOE** are as follows:

- **School Calendar Year:** Schools operate year-round, and their schedules may overlap. This overlap is accounted for in terms of equipment requirements and estimates.
- **Routing and Scheduling Information:** Routing and scheduling details will be provided no later than June 1st each year, covering traditional school, summer school, year-round school, etc. Any alterations to routes and schedules may only be made with written approval from the **SCCOE**.
- The **SCCOE** will:
 - Provide a list of students requiring transportation services
 - Provide school schedules
 - Provide special instructions for students requiring special handling, treatment and/or medication.

- The Contractor will:
 - Report to SCCOE with current information on changes in highway and road conditions.
 - The driver assigned to each route must conduct a dry run of the route at least five days prior to the start of school each year. The contractor shall report on the results of the dry run to the SCCOE Assistant Director, noting any issues encountered. Once all potential route issues are addressed, the driver will provide the parent/guardian with a completed Route Notice, outlining the pickup and delivery details.

If the Contractor determines the need to adjust an established route (other than routine daily changes implemented by SCCOE), which would directly affect the time, place, or manner of pickup for any passenger, the Contractor must:

- Immediately notify the SCCOE verbally.
 - Follow up with written notification within 24 hours, detailing the changes made and the reasons for the adjustments.
- Students may arrive at their assigned schools no earlier than 15 minutes prior to the start of school; however, they will not arrive less than 5 minutes prior to the start of the school day. Students shall be picked up no later than 10 minutes after the end of the school day.
 - When a pupil is added to the transportation list, the Contractor shall transport said pupil no later than the second school day following said notice.
 - The SCCOE shall notify the Contractor of the effective date a pupil is deleted from the authorized transportation list before 3:00 PM on the school day prior to the deletion date.
 - Where students are required to be helped in and out of the vehicle, a driver is to be provided by the Contractor who can physically and willingly assist such students.
 - The SCCOE reserves the right to adjust the hours of pickup and delivery of passengers. Upon such request the Contractor shall implement the change not later than the second day after being notified of the change.

3. SCCOE / CONTRACTOR COOPERATION

The SCCOE's Contract Administrator with the Transportation Manager and the Contractor's General Manager will establish the following written guidelines for contacts and cooperation:

- Establish a directory of personnel in each organization to contact for every type of communication.
- Establish procedures for all communication to be confirmed in writing by both parties.
- Establish a specific program for handling field work 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.
- The parties shall reach agreement regarding items 1-4 above no later than thirty (30) Days prior to July 1. If no written agreement is reached by the parties within this time frame, the SCCOE may unilaterally develop written procedures to cover items 1-4 above. Said procedures shall be binding on Contractor.

- The Contractor shall cooperate with the SCCOE in maintaining a good public relations program with the community.
- The Contractor shall carry SCCOE always furnished Pupil Identification/Emergency Cards on vehicles.

4. EQUIPMENT REQUIREMENTS

Contractor 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 Contractor will make the vehicles available in the Contractor's garage, for inspection by the SCCOE for a minimum of four inspections annually. The SCCOE may inspect vehicles at any time to ensure 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.

New vehicle equipment is preferred; however, vehicles may be acceptable which, at the time the contract is awarded, meet or exceed all established safety standards for pupil transportation. All vehicles during the duration of the contract shall be no more than ten (10) years old and shall have traveled no more than 150,000 miles of use. A vehicle must be replaced at ten (10) years or 150,000 miles, whichever occurs first.

Any equipment required by law or by a change in any applicable law or regulation shall be made by the Contractor at the Contractor's sole expense.

All drivers of a vehicle operated by Contractor shall carry a functioning cell phone. Vehicles will be equipped with an immediate means of communication to the Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission. The wattage power of the base station and the mobile radio units shall be sufficient with 95% operability to a distance ten (10) miles beyond any boundary of the SCCOE area from the transmitting tower and the frequency band shall be used solely for the SCCOE. The Contractor shall maintain spare mobile two-way radio units to adequately ensure that communications capability shall always be readily available. Radio units to be used in service for this contract will operate on an 800 or 450 MHZ frequency.

Contractors should keep stand-by equipment available and equal to 10% of the vehicle's regular service to ensure that uninterrupted service can be provided in the event of mechanical breakdowns. Stand-by vehicles shall meet the same type of equipment and capacity requirements as vehicles assigned to regular routes.

The Contractor shall assign an "Identification Number" to each vehicle. Contractor shall not use any markings or lettering which identifies such vehicles or equipment with, or as operated by, the SCCOE. Route identification signs are not included in this prohibition.

All vehicles shall have optional components including, but not limited to, 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, propane powered buses will be allowed only on C-2 buses (prior approval by the SCCOE required for any other alternative fuel), sound and insulation packages, white roof and tinted glass as dark as allowed by California law. However, rear air conditioning units are not required. The successful Contractor shall provide safety vests and restraining devices as required per the student's IEP.

Vendor shall list in "Vendor Questionnaire", item 11, vehicles to be provided in each Proposal section indicating: (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.

5. DRIVER QUALIFICATIONS

The Contractor 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.

Contractors, who have access to students, are required to submit a driver list and the following for each person. Once we have all on file, the individual may contact us to schedule a Live Scan fingerprint appointment (cost \$74).

1. **New Contractor Packet**: <https://intranet.sccoe.org/rsc/forms/contracts/New-Contractor-Packet.pdf>
2. **TB Risk Assessment** (Proof of TB clearance from within the past 60 days): https://intranet.sccoe.org/rsc/forms/contracts/TB_Risk_Assessment.pdf
3. **Mandated Reporter Training**: <http://educators.mandatedreporter.ca.com/>
4. Provide copy of current License/Credentials/Permit if required by the position
5. **Living our Values: Code of Conduct**: <https://intranet.sccoe.org/docs/Code-of-Conduct.pdf> and **Technology Agreement** (Read each, submit nothing):

Each driver must be thoroughly familiar with the operation of the mobile two-way radio system and adhere to all federal regulations governing its use.

All drivers shall maintain a professional appearance and be well-groomed at all times. The Contractor is required to provide each regular driver with a picture identification badge that includes the driver's name and photograph. This badge must be always worn by the driver while on duty.

All drivers shall be trained and certified in CPR. Furthermore, when students are identified as having specialized medical needs, the SCCOE will inform the Contractor. In such cases, the assigned route driver may be required to undergo additional training to accommodate the specific needs of the student.

All drivers and relief drivers may be required to participate in an SCCOE-approved safety program provided by the Contractor. Additionally, the SCCOE shall be permitted to attend scheduled driver safety meetings to ensure coordination and alignment with the transportation program.

The responsibility for hiring and terminating Contractor personnel assigned to perform services under this contract rests solely with the Contractor. Such personnel are employees of the Contractor and have no status or rights with the SCCOE. The Contractor agrees not to enter into any agreement or arrangement that would interfere with its ability to fully comply with the terms of this contract and the requirements set forth by the SCCOE.

The SCCOE reserves the right to request the removal of any driver from SCCOE assignments if, in the SCCOE's judgment, the driver is not qualified to safely operate a vehicle according to the SCCOE's standards. However, the SCCOE's delay in or failure to remove a driver shall not be construed as evidence of liability or responsibility on the part of the SCCOE.

Except as stated above, all matters related to the assignment, discipline, and other aspects of the Contractor's personnel will remain the responsibility of the Contractor.

6. ADDITIONAL INFORMATION

Safety Program:

The Contractor shall comply with all applicable laws and regulations of the State of California governing the safe operation of vehicles and the training of personnel. This includes all safety protocols related to the transportation of students for the SCCOE. The Contractor is responsible for ensuring that all equipment, personnel, and procedures meet or exceed these safety standards to ensure the safety and well-being of students during transportation.

Unscheduled School Closing:

The SCCOE shall not be obligated to accept or pay for any services provided by the Contractor on days when the Non-Public Schools are closed to ensure the health or safety of the students. The decision regarding the need for closure at the start of the school day or for early dismissal during the day will be made by the Non-Public School.

Inclement Weather Operations:

The Contractor shall agree, in consideration of the safety of operations, to continue service during inclement weather conditions. The Contractor will provide appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, with approval from the SCCOE, to ensure continued service under such conditions.

Pupil Discipline:

The Contractor shall be responsible to the SCCOE for maintaining proper pupil discipline, recognizing that it is essential to the safety of all individuals aboard the vehicle. While the driver is primarily a reporting agent and not responsible for enforcing discipline, the following guidelines (among others) shall govern the procedures to be followed by drivers employed by the Contractor in maintaining acceptable pupil discipline:

- The drivers shall be responsible for maintaining orderly conduct to students while in the vehicle or while being escorted across any street, highway or road.
- The contractor will provide Student Incident Reports.
- Pupil behavior problems which develop while transporting students will be reported through the issuance of a Student Incident Report to the Special Education Assistant Director for review and possible disciplinary action.
- The SCCOE will contact the NPS to determine the necessary support/actions needed.
 - If behavior problems persist, the SCCOE may temporarily or permanently remove students from the vehicle and secure alternative transportation.
 - The driver is not authorized to remove pupils from the vehicle.
- The SCCOE is responsible for informing students and parents of the state regulations which relate to vehicle safety and behavior.

Service Adjustments – Number of Vehicles:

The SCCOE reserves the right, during the contract period, to request the provision of more or fewer vehicles, each with a driver, than the estimated numbers outlined in this agreement. Additionally, the SCCOE may revise the number of students assigned to each vehicle and adjust the schools to be served as conditions require.

Additional Vehicles Request:

When additional vehicles are requested, the Contractor shall make every reasonable effort to secure and provide the required number of vehicles within a ten (10) calendar day period.

Minimum Staffing Requirements:

To ensure responsible and effective transportation services for the SCCOE, the Contractor shall maintain a complete management and supervisory team with the following minimum positions:

- **General Manager** – Responsible for direct communication with the SCCOE Transportation office regarding all aspects of the contract's implementation and operation.
- **Dispatcher(s)** – Adequate number of dispatchers to manage and control routes and schedules as directed by the SCCOE.
- **Emergency Support** – A Contractor representative must be available whenever a driver is on duty to assist with emergencies or transportation issues.

Contractor Records and Reports

The Contractor shall provide the SCCOE with all necessary records, reports, and documents within five (5) working days of a request during the term of the Contract. This includes, but is not limited to, the following:

1. **Weekly Report on Late or Missed Trips** – Detailing the cause of each late or missed trip and corrective actions taken.
2. **Notification of Hazards or Problems** – Reports on any hazards, problems, or obstacles observed along routes and schedules provided by the SCCOE.
3. **Accurate Trip Records** – Including the number of students carried, time of trip, and miles traveled for each trip.
4. **Vehicle Inspection Reports** – Copies of all California Highway Patrol, California Motor Carrier, and Federal Department of Transportation vehicle inspection reports on Contractor vehicles.
5. **Monthly Preventative Maintenance Report** – Detailing vehicles that have received preventative maintenance services.
6. **Monthly Major Repair Report** – Detailing vehicles that have undergone major repairs.
7. **Accident Reports** – Copies of all accident reports must be submitted to the SCCOE within twenty-four (24) hours of the incident. In the event of an accident, injury, or death, the Contractor will immediately notify the SCCOE Transportation Manager.

Monitoring and Auditing: In addition, the SCCOE may carry out such monitoring, evaluation, and auditing of the records as it deems necessary, after providing written notice to the Contractor.

SCCOE INFORMATION TO CONTRACTOR

Student Delivery and Care

No student shall be delivered to his/her authorized destination unless the delivery is made into the care and responsibility of an adult person known by the driver. If such a "responsible person" is not present at the delivery location within a reasonable time, the driver shall return the student to the SCCOE Special Education Department.

Accident Notification and Delivery Delays

1. The Contractor shall notify the Group Home or parent(s) and the appropriate school when:
 - The vehicle is involved in an accident.
 - The delivery of a student will be late more than fifteen (15) minutes according to the route/schedule.
2. To ensure passenger safety, drivers shall personally check the safety devices on all passengers.

PROPOSAL FORM 1 of 2

In accordance with all parts and provisions of this Proposal, the undersigned proposals to perform all work specified for furnishing pupil transportation services for special education programs at the prices proposed. Each service proposed is to be priced separately, with all ineligible items identified.

BASERATE (AMBULATORY) PER PUPIL PER DAY FOR THE 2018-19 SCHOOL YEAR.

_____ DOLLARS

\$ _____

BASERATE (WHEELCHAIR) PER PUPIL PER DAY FOR THE 2018-19 SCHOOL YEAR.

_____ DOLLARS

\$ _____

ESCALATION RATES (If Extended)

Year Two and Three	Rate Increase/Decrease	Reason for Increase/Decrease
2026-2027	_____ %	_____
2027-2028	_____ %	_____
2028-2029	_____ %	_____
2029-2030	_____ %	_____

SPECIAL TRIPS & FIELD TRIPS (Minimum Call-out Charge)

Hour	Rate	Rate for Additional Hour	Rate Per Mile

OTHER CHARGES

(Charges per attendant if requested by SCCOE for certain selected routes)

\$ _____ Per Hour

PROPOSAL FORM 2 OF 2

I acknowledge that I have thoroughly read the Proposal and its specifications, completed the "Vendor Questionnaire," and have attached my Proposal. The terms of the Contract shall be from August 1, 2025, through June 30, 2026, with the option for renewal for four additional one-year terms at the sole discretion of SCCOE.

Receipt of the following addenda to the Proposal is acknowledged:

Addendum	Date	Signature of Acknowledgement

From: _____

(Name of Firm)

(Name of Proposer)

(Mailing Address)

(City, State and Zip)

(Title and Signature)

(Email)

(Phone Number)

UNSIGNED PROPOSAL FORMs WILL NOT BE ACCEPTED

ATTACHMENT A VENDOR QUESTIONNAIRE

To The Vendor:

The following questionnaire is an integral part of the Proposal. The information provided will be used to evaluate the qualifications of the Vendor and their organization in fulfilling the terms of the contract. The questionnaire must be completed accurately and in full and submitted with the Proposal. Any errors, omissions, or misrepresentation of information may result in the cancellation of any subsequent agreement executed because of this Proposal.

Firm Name: _____

Address: _____

Phone: _____

1. Is your firm a corporation? Yes _____ No _____

If a corporation, please list officers, positions and state in which they are incorporated.

_____ was incorporated in the state of _____

- Is your firm partnership? If yes, please list partners' names and residence addresses.

Yes _____ No _____

2. Is your firm an individual proprietorship? Yes _____ No _____

3. Is your firm currently engaged in the transportation of special needs passengers? If yes, please specify the area or city. Yes _____ No _____

4. Is this operation full time, regularly scheduled or part time? Please describe briefly.

5. Provide copy of any transportation permit (city or state) under which you operate.

- Do you have new contracts, or have you ever contracted to provide services to any school, to the SCCOE, State of CA or any other state? If yes, please state the number of years you have been engaged in such public-school pupil transportation services. Yes _____ No _____

6. List names and locations of the SCCOE sites and number of vehicles involved. Also, please give dates of contract period. *(If you are now engaged in such contract service, list prior contracts to your discretion.)*

7. List motor vehicles owned by you, providing make of chassis, make of body, type, model capacity, GVW and year manufactured. List only those that would be used to perform this proposal. Attach additional sheets as needed.

<u>Vehicle#</u>	<u>Chassis</u>	<u>Body</u>	<u>Capacity</u>	<u>GVW</u>	<u>Year</u>
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8. Does your firm engage in businesses other than transportation? Yes _____ No _____

9. Give the names and titles of the person or persons responsible for the over-all management of the business. The following are those responsible for the overall management of operations in Santa Clara County, which would serve the SCCOE:

10. Give the name or names of all the people employed in an advisory capacity and brief resume of their experience.

11. The State which of these people mentioned in (14) above are full-time employees. If part-time, indicate the percentage of their time it is intended they will devote to the business.

12. Number of drivers now in your regular employ:

- Santa Clara County: _____
- State of California: _____

13. What procedure do you have to secure data on applicants?

14. Do you use any personal interview procedures? If yes, please describe procedures: Yes _____ No _____

15. Do you make a reference check on driver applicants? If yes, please describe procedures briefly. Yes _____ No _____

16. Do you use any personnel qualification and driver test procedures?
Please describe procedures briefly. Yes _____ No _____

17. Please provide names and titles of people responsible for your driver personnel program.

18. Do you have a driver training program in your present operation? Yes _____ No _____

- Give names and titles of people assigned to this program and their experience.
- How often are safety meetings held?

19. If you are the successful ☐ Vendor, do ☐ you plan to regularly drive one of the vehicles yourself?

Yes _____ No _____

20. Give the address of, and describe briefly, your garage, maintenance and service facilities which you propose to use in the event you should be successful Vendor.

- Give the name, title and experience of the person who will be responsible for this activity
- Do you have a formal, scheduled Preventative Maintenance Program for your vehicle fleet?
Yes _____ No _____

(List and describe essential features of this program)

21. Do you require regular written reports from your drivers on the conditions of vehicles?

Yes ☐ No ☐

Describe briefly:

A. Do you maintain records of, and evaluate, road failures?

Yes _____ No _____

22. What qualification and experience requirements do you have for your mechanical personnel?

23. Do you have an established continuing Safety Program? Yes ☐ No ☐

- List the name, title and experience of the people charged with the responsibility of this program.

24. Outline the essential features of your Safety Program. (Add any comments as required to amplify.)

- Describe any established safety organization activities in which your organization or its key personnel participates.

25. If your Proposal is considered for award, and if requested by the SCCOE, will you supply the following data? Yes _____ ☒ No _____

- The names and addresses of any bank, finance companies, dealers, suppliers, or others where you have notes or contracts payable?
- Give credit references, including at least three trade or industry suppliers with whom you regularly deal.

Company Name	Contact
Address	Phone Number

26. Where have you engaged in the transportation business, or any other type of business:

Location in Years	Name of Business	Type of Business

27. Provide the following information relating to your firm's accident history for the latest consecutive three-year period that you transported special education pupils.

	2022-2023	2023-2024	2024-2025
Pupil Passengers Injured:			
Severe			
Moderate			
Complaint of Pain			
Pupil Pedestrians Injured			
Other Injuries			
Property Damage			
TOTAL VEHICLES			

ATTACHMENT B

Background Information

Company Name	
Headquarters Address	

Contact Person (for questions regarding this proposal)	
Title	
Office Location	
Telephone Number	
Email Address	

Project Manager	
Office Location	
Telephone Number	
Email Address	

1. How many years has the company been in business?
2. Is the company private or publicly traded?
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor's federal taxpayer identification number.
4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or non-public, that may impact on the Contractor's ability to provide services in connection with any or all phases of the Project.
5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school SCCOE's or community college SCCOE's in Santa Clara County.

A description of all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decisions adverse to the Contractor and/or its parent or affiliate companies.

6. A description of all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals.
7. A list and summary of all judicial or administrative proceedings involving the Contractor's sourcing activities and anti-trust actions to which the Contractor and/or its parent or affiliate companies have been a party with the last five years.

ATTACHMENT C NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ (title of Officer) of the party making the foregoing Proposal. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham Proposal, or to refrain from Proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Vendor. All statements contained in the Proposal are true. The Vendor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor 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 Vendor.

I declare under the 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].

Signature of Officer: _____

Print Name of Officer: _____

Company: _____

ATTACHMENT D CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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.

Signature: _____

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

ATTACHMENT E

DRUG-FREE WORKPLACE CERTIFICATION

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all the following:
 - * The dangers of drug abuse in the workplace.
 - * The person's or organization's policy of maintaining a drug-free workplace.
 - * The availability of drug counseling, rehabilitation and employee-assistance programs.
 - * The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to a Proposal by the terms of the statement.

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

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

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

Name of Contractor

Signature

Print Name

Title

Date

ATTACHMENT F PROFESSIONAL SERVICES AGREEMENT

The following is SCCOE's Professional Services Agreement (PSA) that you are expected to sign after the award of this RFP and the general conditions listed in the agreement apply to this proposal.

The Following are the required documents in this PSA that you must sign and send back with your RFP response:

- **NOTICE TO PARTIES**
- **W9**

_____ This Agreement is contingent upon receipt of an official Grant Award Notification letter and/or Sponsored Project Notification letter for the services described herein. In the event that funding for these services is reduced, delayed or terminated by **(TYPE GRANTOR'S NAME)**, the SCCOE reserves the right to either: (a) terminate this Agreement immediately upon notice from **(TYPE GRANTOR'S NAME)**, with no further obligation or liability to the SCCOE; or (b) propose an amendment to this Agreement reflecting the adjusted funding amount and terms.

_____ Contractor shall not commence any work or services until the official Grant Award Notification letter and/or Sponsored Project Notification letter is received by the SCCOE from the grantor. No obligations, payments, or liabilities shall be incurred by the SCCOE until receipt of the official Grant Award Notification letter and/or Sponsored Project Notification letter is confirmed in writing by the SCCOE stating the start date for se

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