	<b>Snowflake Unified School District, #5</b> Request for Proposals		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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**REQUEST FOR PROPOSALS #**            **17-03-22**

**MATERIAL OR SERVICE**            **Outsourced Transportation Services**

**DUE DATE & TIME**                    **May 3, 2017, at 11:00 A.M., Mountain Standard Time**

**DISTRICT WEBSITE**                    www.susd5.org

**OPENING TIME**                         May 3, 2017, at 11:01 A.M., Mountain Standard Time  
Snowflake Unified School District, #5

**OPENING LOCATION**                 Business Office  
682 School Bus Lane  
Snowflake, AZ 85937

**PRE-OFFER CONFERENCE**  
**DATE AND TIME**                         **None**

**QUESTIONS DUE**                        **No later than noon on April 20, 2017.**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, proposals for the material or services specified will be received by ***Snowflake Unified School District***, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call (928) 536-4156. **We are not in an overnight delivery area.** The RFP and any amendments will be posted to www.susd5.org. It is the vendor's responsibility to check the website for amendments.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. Proposals must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

**Five (5) copies requested:** one (1) marked "Original" and three (3) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by the District.

Please read the enclosed requirements and specifications as Snowflake Unified School District reserves the right to accept or reject any or all proposals, waive minor informalities, cancel or re-bid and accept any contract deemed to be in their best interest. The submission of a proposal will indicate that the vendor is accepting of all terms and conditions and can meet the specifications and requirements stated in this solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL AND SEEK CLARIFICATION OF ANY ITEM THAT MAY NOT BE CLEAR.

Mark Ollerton


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**Mark Ollerton, Business Manager**  
Phone: (928) 536-4156  
Email: marko@snowflake.k12.az.us

April 12, 2017

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Date

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**NOTE:** Bolded forms above should be submitted with your proposal.

**DOCUMENTS REFERENCED:**


You may access a copy of the documents referenced within this bid at the following web addresses:

**Arizona Revised Statutes (A.R.S.) are available at:**<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

**School District Procurement Rules in the Arizona Administrative Code (A.A.C.) are available at:**  
[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

**I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:** <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Transportation Rules in the Arizona Administrative Code (A.A.C.) are available at:**  
[http://apps.azsos.gov/public\\_services/Title\\_17/17-07.pdf](http://apps.azsos.gov/public_services/Title_17/17-07.pdf)

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**1. Definition of Terms**

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- L. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- P. **“School District”** means the District or public entity that executes the Contract.

**2. Inquiries**


- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

**3. Proposal Preparation**


- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

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- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
  - 1. Amendments
  - 2. Special Terms and Conditions
  - 3. Uniform General Terms and Conditions
  - 4. Scope of Work/Specifications
  - 5. Attachments
  - 6. Exhibits
  - 7. Special Instructions
  - 8. Uniform Instructions to Offerors
  - 9. Best and Final Offer
  - 10. Vendor's Proposal
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

**4. Submission of Proposal**

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

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1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this proposal, that 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**5. Additional Proposal Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all Proposals or portions thereof; or
  3. Cancel a solicitation.

**6. Award**

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

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- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.


**7. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Hollis Merrell, Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party’s representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.
- F. The interested party shall supply promptly any other information requested by the district representative.

**8. Time for filing protests R7-2-1143.**

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the district representative may consider any protest that is not filed timely.
- E. The district representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the district representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

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## 1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  1. Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement or Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Documents Referenced in the Solicitation;
  9. Vendor's Proposal.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.



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- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

### 3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### 4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.


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## 5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 6. Warranties


- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;

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3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 7. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

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## 10. Gift Policy

The Snowflake Unified School District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

## 11. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

## 12. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 13. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. § 41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## 14. Terrorism Country Divestments

Per A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

## 15. Boycott of Israel

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.


## 16. Fingerprint Clearance Cards

The awarded firm is required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district, in accordance with A.R.S § 15-512(H), of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Because of the nature of employment for these types of services, a vendor could place a worker temporarily on site if:

- a) The fingerprint card has been submitted and a copy provided to the District AND
- b) An initial criminal background check has been run and copy provided to the District for approval.
- c) Only after the fingerprint clearance card comes back could that person be considered a permanent placement for our District.

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Additionally, contractor shall comply with the governing body fingerprinting policies of the School District.

**17. Non-Discrimination**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.


**18. Clarifications**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**19. Confidential/Proprietary Information**

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

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**1. Pre-Offer Conference**

Refer to Page 1 for the date, time and location of the conference. Unless otherwise noted, the pre-offer conference is not mandatory, but highly recommended.

**2. Inquiries**

All questions regarding this RFP must be submitted in writing **no later than noon on April 20, 2017** via email to Mark Ollerton at marko@snowflake.k12.az.us.

**3. Preparation of Proposals**

**A. Electronic Documents**

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.

**B. Proposal Format**

Five (5) sets: One (1) original and three (3) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal shall be submitted on the forms **and** in the format as contained in the RFP. All proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

**C. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form of the RFP.

**4. Submission of Proposal**

**A. Offer and Acceptance**


Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

**B. Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your offer that is considered confidential in nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential or proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

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**C. References**

Each offering firm should provide at least three references using the form included within this RFP. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

**D. Non-Collusion**

Offeror attests that the proposal is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the proposal. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other Offeror. It also certifies that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive proposal, or induced or solicited any other Offeror to refrain from submitting a proposal.

**E. Attachments**

Offerors should include the following attachment forms completed accurately according to the instructions contained within the form. Failure to follow instructions and completion of forms may result in rejection of the Offer. A cover sheet checklist is provided in this RFP document and should be used for your proposal package to ensure all required documentation has been submitted in accordance with the Special Instructions.

**F. Offer Submission, Due Date and Time**

It is the responsibility of the vendor to ensure that the proposal package is delivered on the due date by the time required. Delivery times vary for all packages delivered to SUSD. **The district is not in an overnight delivery area.** If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, SUSD will not be held responsible and your offer will be rejected. Plan accordingly.

**G. Submission of Multiple Proposals**

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal submittal for the same work. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors.

**5. Evaluation**

**A. References and Experience Verification**


The Offeror agrees that by submitting an Offer, the District may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

**B. Responsibility, Responsiveness and Acceptability**

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.



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Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., bonds, method of approach, key personnel, references, prices or pricing, other requested information.

Determinations of non-responsibility and/or non-responsiveness shall be made in writing, and shall set forth the bases for the determination. Proposals from offerors determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluations. Offerors will be notified if their proposal is set aside for either of these reasons.

**C. Opening**

Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

**D. Clarifications**

Upon receipt and opening of proposals submitted in response to this solicitation, the District may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

**E. Oral Presentations**


The District may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

**F. Evaluation**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

**G. Evaluation Criteria (1,200 Points)**

	<b>Area of Evaluation</b>	<b>Points Available</b>
<b>1</b>	Qualifications of the offeror to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.	400
<b>2</b>	The score for each proposal will be calculated using the formula below. Initially, the price/cost proposal shall be evaluated on the total price/cost proposal. $\left( \frac{\text{Price}_{\text{lowest}}}{\text{Price}_{\text{offered}}} \right) \times \text{Points}_{\text{max}} = \text{Points}_{\text{awarded}}$	350
<b>3</b>	District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration proposed services, expertise and experience of the firm and individuals assigned to work with the district.	250

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<b>5</b>	<p>Information obtained by the District from firm's references or other clients;</p> <ul style="list-style-type: none"> <li>• References were generally positive</li> <li>• Firm has substantial number of public/charter schools they currently service</li> <li>• History of costs increases were reasonable and fair to both parties for the total term of the contract</li> <li>• Treatment and care given to District own property and facilities was generally positive</li> <li>• Terminated clients were for acceptable reasons</li> </ul>	125
<b>6</b>	<p>Responsiveness of the proposal in clearly stating and understanding the scope of work, to include but not limited to;</p> <ul style="list-style-type: none"> <li>• All required forms are complete, signed and notarized where needed</li> <li>• Proposal is "Tabbed as Requested" and easy to read</li> <li>• Letter of Interest signed by authorized officer/owner</li> <li>• Insurance requirements are met or exceeded</li> <li>• Transition plan is complete, realistic and detailed</li> <li>• Pricing is complete and detailed using requested format</li> </ul>	75

**H. Discussions**


In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District may conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

**I. Best and Final Offers**

If discussions are conducted pursuant to R7-2-1047, the District may issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

**J. Contract Award**

Award of a contract will be made to the most responsive and responsible Offeror(s) whose proposal is determined to be the most advantageous to the District based on the evaluation criteria set forth in the solicitation.

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1. **Purpose**

The purpose of this RFP is to Outsource Transportation Services in the District to a provider that has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses and other vehicles; offices, and vehicle maintenance; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. The District has its own fuel tanks. Fuel will be purchased by the District using the purchasing power of the awarded vendor. Details of the fleet you propose will need to be addressed in great detail. The District wants the current vehicle value provided so that if the provider agreed, with the assistance of a third party, the District could supplement its current fleet. The District owns the vans but not the buses.

2. **Definition of Key Words Used**

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- C. May: Indicates something that is not mandatory but permissible.

3. **Audit of Contract**

The District has recently had a “Performance Audit” from the Arizona Office of the Auditor General. This report disclosed and documented findings that billing statements must be more detailed and delivered with backup to substantiate the invoicing. During the course of each year, the District will have a third party review all the documents for compliance and correctness. In any quarter when errors are found in excess of \$100.00 the awarded contractor will reimburse the District for the cost of the Audit and pay for the next one until such time as no errors are found.

4. **Failure to Operate Scheduled Routes**

It will be the sole responsibility of the Contractor to notify the District of any routes that cannot be run due to a shortage of equipment and/or personnel. When routes are combined, the District will expect the monthly billing to reflect the cancellation.

The District will impose a \$50.00 credit per incident to be applied to the next billing if a route is continuously more than 15 minutes late; more than 3 times a week/5times in a month/7 times in a semester.

5. **Periodic Reports Needed**

The Contractor will be required to submit the following reports on the dates or in the time frames indicated.

- a. Report of Insurance Coverage  
Format: Copy of Insurance Policy.  
Occasion: Initiation and renewal of Policy.  
Time Frame: August of each year or annually upon renewal.
- b. Report of Surety Bond  
Format: Copy of Surety Bond.  
Occasion: Initiation of Bond and Renewal.  
Time Frame: August of each year or annually upon renewal.
- c. Report of Vehicle Inspection  
Format: Copy of DPS Inspection Report.  
Occasion: Upon Inspection.  
Time Frame: August of each year/within 5 working days of vehicle inspection.

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- d. Report of Vehicle Identification  
Format: Listing.  
Occasion: Vehicle change in fleet.  
Time Frame: July of each year and prior to vehicle transfer.
- e. Notice of Emergency Evacuation Drills  
Format: Memorandum, listing buses, propose dates and location.  
Occasion: Prior to emergency drills.  
Time Frame: 4th week of semester or as directed.
- f. Report of Completion of Evacuation Drills  
Format: Memorandum, listing buses and date(s) of completion.  
Occasion: Upon completion of emergency drills.  
Time Frame: Within 5 working days of event.
- g. Report of Student Removed from Vehicle  
Format: Incident report form to be developed.  
Occasion: Per incident of student removal from vehicle.  
Time Frame: Same day notice / 1 working day report follow up.
- h. Report of Accident/Student Injury  
Format: Accident/Damage report form.  
Occasion: Per incident.  
Time Frame: Same day notice/1 working day report follow up.
- i. Report of Driving Record  
Format: DPS computer print-out.  
Occasion: Upon addition for driver to staff; annually.  
Time Frame: July/ Prior to transporting any District students
- j. Report of Criminal Conviction  
Format: Arizona State records check.  
Occasion: Upon addition of driver to staff.  
Time Frame: July/ Prior to transporting any District students
- k. Report of Driver Training and Road Test  
Format: ADOT completion of training and road test form.  
Occasion: Upon addition to staff.  
Time Frame: Prior to transporting any District students
- l. Report of Completion of Driver Training  
Format: Memorandum.  
Occasion: Upon completion of all State and District Requirements.  
Time Frame: Prior to transporting any District students
- m. Report of Physical  
Format: Medical/Drug Certification.  
Occasion: Annually.  
Time Frame: Prior to transporting any District students.
- n. Report of Driver Declaration of Fitness and Competency  
Format: Memorandum.  
Occasion: Annually.  
Time Frame: Prior to transporting any District students

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- o. Transportation Route Report  
Format: Memorandum.  
Occasion: Per State regulation.  
Time Frame: Annually, February 25th.
- p. Transportation Routing for the following year Report  
Format: Memorandum with backup that routes are the most efficient possible  
Occasion: Twice a school year, or on demand  
Time Frame: with five business days of request
- q. Report on Completion/Attendance of Safety Meeting  
Format: Memorandum.  
Occasion: Execution of safety meeting.  
Time Frame: With 5 working days after completion.
- r. Driver Certification  
Format: Copy of permanent bus driver certification.  
Occasion: Annually in August/upon addition to staff.  
Time Frame: Prior to transporting any District students
- s. Repair and Maintenance of Buses and White fleet  
Format: Service ticket showing time and materials used  
Occasion: Each service  
Time Frame: With each Monthly billing
- t. Monthly Mileage and Student Count for Each Route  
Format: Memorandum  
Occasion: Mileage Record and Student Count  
Time Frame: Monthly, by the 5th of the month
- u. Zonar (Transportation & Bus Tracking Software) Bus Tracking  
Format: Report from software  
Occasion: On-demand as a result of any credible complaint about speeding, driver performance while in the bus, etc.  
Timeframe: Within 2 business hours
- v. Zonar (Transportation & Bus Tracking Software) Bus Tracking  
Format: Report from software  
Occasion: On-demand when verifying billing issues  
Timeframe: Within 1 business day

6. **Contract Type**

Fixed Firm Price

7. **Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

After initial contract term and prior to any contract renewal, the Snowflake Unified School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District. Cost increase must be presented to the District with complete backup by February 2018 and the District will have 30 days to accept or deny it for the start of the next year July 1, 2018. The same schedule will hold for each year thereafter.

8. **Price Adjustment**



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The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. However, a price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. **Contract Award**

It is anticipated that a contract under this RFP will be awarded to be a single offeror. However, the District reserves the right to award to multiple vendors, or a partial award, if determined to be advantageous.

10. **Terms of Award**

It is the intent of the District to award a multi-term contract, beginning with the firm starting July 1, 2017 through June 30, 2018. If all conditions and expectations are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

11. **Award Basis**

The successful offeror(s) will be determined by Evaluation Criteria including but not limited to pricing. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone, as the vendor must be responsive and responsible.

However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

12. **Terms of Contract**

This contract shall be for a term of one (1) year with an option to renew for four (4) additional years not to exceed 60 months. This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

13. **Contract Payment Terms**

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

14. **Billing**

The successful offeror must disclose all fees that might possibly be charged to the District. All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to items in the corrective action plan identified in audit. Any purchase order issued by the District will refer to the RFP number of this solicitation.


15. **Non-Exclusive Contract**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain similar goods or services from other sources.

16. **Authority**

This solicitation as well as any resulting contract is issued under the authority of the Governing Board and managed under the Superintendent. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the vendor.

17. **Lobbying**

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Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this RFP until the administration’s recommendation for award has been posted in the District’s Board minutes. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as “any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities.” Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said offer.

**18. Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this contract, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$2,000 and naming the Snowflake Unified School District No. 95 as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

**19. Licenses**

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

**20. Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

**21. Damages**


The successful Firm shall be liable for any and all damage caused by the firm and/or its employees to the Snowflake School District premises. The Offeror shall hold and save the Snowflake School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occurred by his operations on premises or third persons.

**22. Relationship of the Parties**

It is understood and agreed that the awarded firm is a separate legal entity from SUSD and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SUSD. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations.

**23. Changes in the Scope of Work**

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for services not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by Snowflake Unified School District and approved by the Procurement Officer, prior to the performance of the work.

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24. **Key Personnel**

It is essential that the firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The firm must agree to assign specific individuals to the key positions.


- A. Firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the firm shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

25. **Professionalism on Campus/Bus, In Uniform and While on Clock**

At all times the Outsourced Transportation Services Firm's employees will behave in a professional manner, aware of the rules, regulations and restrictions of behaviors while on any campus, on a bus, in uniform, and any time they are on the clock. There will be no smoking, no drugs/alcohol, there will be no verbal or physical abuse, and there will be no inappropriate interactions with students, staff, or parents. This is a school campus where the educational process comes first. Thus, the ultimate standards must be in place:

- A. Firm's employees must possess positive photo identification at all times;
- B. Park in assigned locations;
- C. Breaks/lunch periods only in designated areas;
- D. No weapons in vehicles or on campus;
- E. No smoking on campus;
- F. No foul or offensive language;
- G. No alcohol/tobacco/illicit drugs of any kind;
- H. No clothing referencing any of the above;
- I. No speaking to staff nor students;
- J. No leering or whistling;
- K. No usage of District equipment, offices, computers, etc. located in the sites;
- L. Site must be safe at the end of each shift;
- M. These are no tolerance terms!



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## 1. Background

The Snowflake Unified School District #5, formally the Snowflake Union High School District, was created in 1924. The District's Snowflake High School was actually founded back in 1888 to provide an education beyond the 8th grade. Now the District currently has an elementary school, a primary school, two intermediate schools, a junior high school, and a high school. The District serves more than 2,500 students (K through 12) in the Snowflake and Taylor areas and is currently seeking the services of a competent Firm to provide Outsourced Transportation Services at all of its school site locations.

## 2. Calendar and Service Days

The Firm shall provide transportation for students to each site for every day school is in session. The high school is on a four day week. Fridays are early release for all other schools. This is typically 180 days and the calendars for the 2017-2018 school year is below.



Calendar 2017-18.pdf

## 3. Software

The awarded Firm will have the equivalent of Zonar for tracking buses and inspections and maintenance of the fleet as well as Edulog for routing and Planning. Routing Software MUST integrate with the District's Student Management Software.

## 4. District Equipment

The District has above ground storage tanks, a large bus barn and storage area. Additionally, all white fleet vehicles belong to the District as well as three 84-passenger buses, one Sped Bus, and one "trip" bus.

## 5. Transportation Equipment

The Contractor shall provide reserve vehicles as necessary to provide uninterrupted pupil transportation services to the District, and such supporting equipment as required to assure that uninterrupted service be provided in the event of mechanical breakdowns. Reserve vehicles shall be of the same type and quality as vehicles committed to scheduled transportation. Contractor shall agree to decrease the number of buses under any contract after receipt of written notice and increase the number of buses upon sixty (60) days written notice from the District.

The District will also require service for athletic events and extra-curricular field trips requiring the use of after-school, mid-day, and weekend service. The Contractor shall provide reserve vehicles as necessary to provide uninterrupted pupil transportation services to the District for these athletic events and extra-curricular field trips, eliminating overlapping schedule issues regarding home-to-school (HTS) versus athletic events, etc.


## 6. Quality of Buses

All buses shall meet applicable Federal and State Standards as prescribed by Arizona State Law and the Arizona Department of Transportation, Motor Vehicle Division, Minimum Standards for School Buses and School Bus Drivers (R17-4-502 through 506). No vehicle operated to transport students for the District shall exceed an age of eight (8) years after the inception of any contract resulting from this Request For Proposal. Any bus used to transport District students that is transferred into the fleet during the life of any contract shall meet the inspection requirements stated in this paragraph before transporting District Students and shall not be more than eight (8) model years old on the date of transfer into the fleet.

The District will reserve the right to accept or reject vehicles used to transport District students based on mechanical condition and appearance. Each year, including the first year of service, all vehicles shall be inspected by the Arizona Department of Safety, Vehicle Inspection Division, and receive vehicular certification. It shall be incumbent upon the Contractor to insure annual certification of vehicles each year, or at other times as directed by the District.

The District shall retain the right to conduct a safety inspection of vehicles transporting District students and may, at the option of the District, and at District expense, request an inspection by an independent and certified inspection facility. The repair or adjustments required to cause repair, including all parts and labor, shall be the responsibility of the Contractor.

## 7. Supervision

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The successful Firm must provide a supervisor that manages the services and staffing required by the contract. This supervisor must speak and write English, and be able to communicate with their staff regarding instructions, etc. Refer to the Special Terms and Conditions, Key Personnel, regarding any changes in this staffed position.

The supervisor will be responsible for the competent performance of all Transportation work, and will perform sufficient routine inspections to ensure that the work is performed as specified. This position shall direct the cleaning activities of the Transportation staff, as well as keep and file the daily and weekly reports of programmed cleaning in accordance with the requested services.

This position will be provided office space in the Building Ops Department. The supervisor must notify the Building Ops Department of any new employees prior to their arrival on campus. An orientation by the successful Firm will be required for all new employees.

## 8. Personnel

It is the position of the District that the transportation of students is a unique and specialized function of education and it will be the essence of any contract resulting from this Request For Proposal that the students within the District be transported regularly, promptly, safely, and without interruption. The contractor will not be permitted to negotiate nor enter into any agreement or arrangement with or on behalf of school bus drivers or other personnel without the written approval of the District.


The District shall have the right to approve the use of any driver or other employee directly responsible for transportation of students, the right to request the dismissal or transfer of drivers, the right to designate specific drivers of specific District routes and other work assignment, and the right to review and approve personnel policies affecting the transportation of District students.

The Contractor will have prime responsibility for student conduct and order on the buses. This will include the use of supervisors or monitors to periodically ride buses to assist the driver.

## 9. Qualifications of Drivers

The Contractor will provide drivers fully qualified in accordance with Arizona State Law, Arizona Department of Transportation Minimum Standards for School Buses and School Bus Drivers, and rules and regulations of the District as follows:

- A. Each driver shall have knowledge, prior to transporting District students, of the operation of the mobile two-way radio and the federal regulations concerning its use.
- B. A training plan for drivers will be submitted to and approved by the District.
- C. All drivers shall have a valid permanent school bus driver certificate with all required endorsements, and undergo an annual physical examination, which shall include alcohol and drug testing. A certificate of physical fitness to perform all required duties shall be on file with the Contractor before the driver transports any District students. The District reserves the right to review Contractor physical fitness certificate files.
- D. All drivers must satisfactorily complete a pre-employment review of their criminal conviction record and driving record. Those records shall be forwarded to the District prior to employment of any driver. Annually thereafter, a driving record shall be forwarded to the district during the month of August for each driver engaged, or who will be engaged, in transporting District students.
- E. **Registered Sex Offender Restriction.** Pursuant to this order, the Contractor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
- F. **Fingerprint Checks.** Per A.R.S. 15.512, a Contractor, Subcontractor or Vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. Title 41, Chapter 12, Article 3.1.

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Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

- E. All drivers shall be well groomed, wear a shirt or blouse having a collar, and wear an identification badge on the upper left portion of the outer garment covering the chest while driving a vehicle transporting District students. Shorts cut above the knee shall not be worn while driving a vehicle transporting District students.
- F. The Contractor will require all drivers to have a timepiece with them while on duty to ensure maintenance of established schedule times.
- G. Prior to actual service as a driver on any District route, said drivers must complete training course previously approved by the District and provided by an instructor or instructors certified by the Arizona Department of Transportation. Such training course will be at least forty (40) hours in duration and include a minimum of twelve (20) hours vehicle operation time on a bus rated at 54 passengers or larger. Additionally, instruction is to be given by the Contractor using Arizona Department of Transportation (ADOT) trained and certified personnel in the given field, in the areas of:
  - \* Student behavior and transportation discipline.
  - \* Human relations.
  - \* Use of fire suppression equipment.
  - \* Orientation to District policy.
  - \* Pre-trip inspection
  - \* Use of First Aid kits.

Time frames should target approximately one (1) hour in each area and be conducted individually for new drivers and yearly as a refresher. A plan shall be submitted to the District, describing how the above will be implemented, with an outline of the proposed content and time allocation for each block of instruction on an annual basis.

- I. Contractor is required to conduct monthly safety meetings for all drivers and relief drivers. The Contractor’s driver trainer/safety instructor will be expected to personally travel each route with the assigned driver at least once each semester to survey not only the driver’s performance but also route hazards and equipment efficiency. The District shall receive advance notice of and be permitted to participate in scheduled driver safety meetings.
- J. After certification and annually thereafter, drivers shall participate in required driver refresher training as prescribed by State law and the District. Such course shall not be less than eight (8) hours duration.

**10. Route Hours**

A route shall not have excess hours on a daily basis, but will be considered as averaged by the week. Route runs hours will be based on an agreed number. Example, if a route run is 3 hours then that is costing method, not 4 hours. Excess hours are to be avoided. Kindergarten runs


**11. Safety Program**

Contractor will observe all requirements of Arizona laws governing the safe operation of school buses and related equipment and training of personnel as it relates to the safety of students transported for the District. The Contractor will schedule semi-annual Emergency Exit Drills without additional charge to the District as this is a condition of providing transportation services to the District. These drills shall be held within the fourth week of each school semester and/or at such times as may be prescribed by the District. If unexpected problems develop to prohibit such scheduled drills during the week specified, a make-up drill will be scheduled as soon thereafter as is practical. The Contractor shall be responsible for implementing and maintaining a comprehensive safety program that shall be approved by the District. A plan describing the safety program and method of delivery to drivers shall be submitted to the District annually.

Contractor shall have drivers and attendants participate in any specialized training offered by District (e.g.; Special Education Training).

**12. Pupil Discipline**

The Contractor shall be expected to assume responsibility to the District 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 reporting agent only, and is not to

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perform physical acts of discipline. The following guidelines shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable student discipline.

- A. Bus drivers shall have delegated responsibility for maintaining proper discipline on the bus.
- B. Student behavior problems that develop on the bus will be handled by the drivers and reported to their supervisor. If conditions on a bus are out of control, the driver shall utilize the two-way radio and wait for supervisory assistance to arrive.
- C. The principals will work with the Contractor to resolve persistent and unusual behavior problems.
- D. No bus driver is authorized to remove students from the bus. However, in serious circumstances, when a student is endangering the safety of other riders, an offender may be ejected after review of circumstances by a company field supervisor. If such action is taken, company field supervisor must immediately notify parents and/or District authorities, and follow up with a complete written report on the incident.
- E. Assessment of penalty or persistent violation of rules will be jointly determined by the Contractor and the District. This may include suspension from riding the buses.

### 13. Security

Firm will be held strictly responsible for the security of the building, i.e., all doors and windows closed and locked, lights turned off, etc. at the end of each day's work, except as otherwise herein specified. At times when firm's employees are present the Firm's supervisor is in complete charge of said employee's and is thus responsible for the building. The firm's representative will contact the Buildings Ops Department directly should anything unusual occur. He must not leave the premises without insuring that the building is secured.

For all District sites, the Firm will be responsible for locking and securing all gates and doors prior to leaving the school. All classrooms are to be secured as soon as work has been completed; no rooms are to be left unlocked or opened unless they are in the process of being cleaned.


### 14. Site Access

Keycards will be provided by the District for access to the school sites. **Successful firm shall be held strictly responsible for keys and identification badges issued to provide access for the performance of the work.** The on-site supervisor shall at all times place the keys in a location as specified by the Facilities Department. At no time shall the firm's employees take keys out of the building. No keys shall be duplicated. **In the event any keys issued to the Firm are lost, the firm will be responsible for rekeying the building as directed by the Governing Board. In the case of a lost ID badge, it will be immediately reported to a supervisor for deactivation by district personnel. The firm may be charged for replacement identification badges.**

### 15. Route Selection Guidelines

**The following items are to be considered during the route selection process which is a required report at least twice a year:**

- A. Selection shall be done with computerized routing software.
- B. Selection shall be done while running "bell schedules".
- C. Selection should involve applicable drivers.
- D. Selection shall minimize the need for student crossover of streets or highways.
- E. Selection shall minimize student loading or unloading on high-speed streets or highways.
- F. Selection shall minimize left-hand turns.
- G. Selection shall minimize the effects of potential hazards such as: road conditions, weather, construction activities, local business activities, known areas of public traffic violations, or criminal activity.
- H. The staging area for loading and unloading should be sufficient in size to accommodate the number of students.


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- I. No stops shall be located on curves, hills, in dips or anywhere there is less than 200 foot straight line of sight in each direction.
- J. Temporary stops shall be used only to accommodate a threat to student safety.
- K. Scheduled routes shall not run in dirt roads and shall not require backing.
- L. Route selection must maximize the bus capacity.
- M. Route selection shall be documented using a web based routing and scheduling system that is SIF compliant. The system should allow personnel using computers to view and print out transportation information as well as request buses for field trips. Parents should be able to use the system to locate the bus stop that serves their child(ren).

**16. Failure to Operate Scheduled Routes**

It will be the sole responsibility of the Contractor to notify the District of any routes that cannot be run due to a shortage of equipment and/or personnel. When routes are combined, the District will expect the monthly billing to reflect the cancellation. Unscheduled stops made on routes will result in a \$50.00 credit per incident to be applied to the next billing.

The District will impose a \$50.00 credit per incident to be applied to the next billing if a route is continuously more than 15 minutes late; more than 3 times a week/5times in a month/7 times in a semester.

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If you do not wish to respond to this solicitation, please provide written notification of your decision by email to marko@snowflake.k12.az.us or mail to the District.

I am submitting a "No Response" at this time.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature / Local Rep

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Print Name/Company Position


\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip

**Please return this completed form by  
mail to:**

**Snowflake Unified School District**  
Business Office  
682 School Bus Lane  
Snowflake, AZ 85937

	<b>Snowflake Unified School District, #5</b> Proposal Requirements		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	RFP: 17-03-22 PROJECT: Outsourced Transportation Services	Page 31 of 50	

**PROPOSAL FORMAT – MINIMUM REQUIREMENTS**

Five (5) sets of your response are requested. One (1) original and three (3) copies of each proposal in addition to one (1) electronic copy in the form of a USB Flash Drive should be submitted. Snowflake Unified School District will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1.** A Letter of Interest includes an executive summary of the firm as the District will see it. This should be limited to no more than three (3) pages for additional information, including the organizational chart, capacity of Firm to provide services, expected lead time to fill positions, and designated contract signee.
- Tab 2.** The Method of Approach for providing the services outlined in the Scope of Work to the District. Detail how the firm will control costs and still provide services to the District. Detail the software and version you are proposing to use. Include if you are able to purchase supplies and parts at a discounted rate that would be of value to the District. Indicate if you provide services to any other entity within 100 miles of Snowflake.
- Tab 3.** Proposal Cost Form with costs using the format given. Any costs not listed will not be billable to the District.
- Tab 4.** Questionnaire Form (with resumes) and a listing of entities that were contacted to provide a Performance Survey.
- Tab 5. Attachments**
  - A. Completed and Signed Offer and Acceptance Attachment
  - B. Completed Familial Relationship Disclosure Attachment
  - C. Completed Deviations and Exceptions Attachment
  - D. Certificate of Insurance
  - E. Deviation/Exceptions Attachment
  - F. Confidentiality/Proprietary Information Attachment
  - G. Completed Non-Collusion Affidavit and Amendment Acknowledgement Attachment
  - H. Compliance Statement
  - I. Vendor Payment Attachment
  - J. I.R.S. W-9 Form, <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Proposal Checklist	Yes	Double Checked
Did you sign the offer sheet?		
Did you sign and notarize the Non-collusion statement?		
Did you include all the necessary attachments?		
Did you include firm's in-house capabilities?		
Did you acknowledge all amendments, if applicable?		
Did you follow the order for submission of documents?		
Did you include an electronic copy?		
Did you include one marked "original" and three marked "copy", plus an electronic copy?		
Is the outside of your submittal box(es) marked correctly?		
Did you double check that you have a signed offer sheet?		
Did someone double-check all of the above?		

The Proposal should fully address the questions presented herein, as well as the method by which the offeror proposes to meet or exceed the requirements described in this RFP. The Offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Please provide a narrative response that addresses, but is not limited to, the following key points:

A. Provide the following details for your company and the key contact person:

Name	
Title	
Company Name	
Full Address (City, State & Zip)	
Cell Phone Number	
Main Phone Number	
Email Address	

B. Number of years primary servicing firm has been working with school district clients: \_\_\_\_\_

C. How many years of experience does the primary provider have: \_\_\_\_\_

D. What is the current client mix of the primary servicing Firm?

School District \_\_\_\_\_ %

Charter School \_\_\_\_\_ %

E. Will a Team Leader/Supervisor be assigned to our account? Yes \_\_\_\_\_ No \_\_\_\_\_

a. If yes, identify who: \_\_\_\_\_

b. How many years of experience does this Leader have handling public entity clients? \_\_\_\_\_

c. How long has this person been with your firm? \_\_\_\_\_

F. If yes to question above, identify who comprises this team and *provide resume of all team members*:

a. How many years of experience servicing public entities does each member have? \_\_\_\_\_

b. How many training and in what areas has each member have? \_\_\_\_\_

c. How long would it take to train new staff on any new equipment, chemicals, etc.? \_\_\_\_\_

G. How many other accounts are you currently providing services to? (based on location)


Within 100 miles of Snowflake \_\_\_\_\_

Arizona in General \_\_\_\_\_

H. Provide the single most important reason the District should consider awarding this contract to your Firm.

\_\_\_\_\_



	<b>Snowflake Unified School District, #5</b>		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	Questionnaire		
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I. Are there any pending reviews or litigation from any previous work in the past five years? If yes, please detail.

\_\_\_\_\_

J. What is your process for screening your employees for fingerprinting? \_\_\_\_\_

K. What is your process for screening for criminal background checks? \_\_\_\_\_

L. Does your firm test for drug use prior to hire? \_\_\_\_\_

	<b>Snowflake Unified School District, #5</b> Proposal Cost Form		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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Please provide a schedule of fees for the services offered in response to this Request for Proposals using this Cost Form. This format shall be followed and information shall be completed for billing under this contract. The schedule of fees must be complete and include all costs associated with providing the specified services. Fridays are early release day in the District. High School is on a four day week. NAVIT is the JTED that serves high school students. An Route Excel Sheet has been provided as an Exhibit to this solicitation.

**July 1, 2017 – June 30, 2018**

**1. TRANSPORTATION PROGRAM COSTS**

List only those items of cost which are chargeable to the District.

Route #	Start	Stop	Cost per Route Run
Regular 1	7:02 AM 14:15 AM	7:50 AM 15:55 PM	
Regular 2	6:42 AM 14:15 PM	7:50 AM 16:40 PM	
Regular 3	6:55AM 14:15 PM	7:45 AM 16:51PM	
Regular 4	See Route Excel Sheet	See Route Excel Sheet	
Regular 5	See Route Excel Sheet	See Route Excel Sheet	
Regular 6	See Route Excel Sheet	See Route Excel Sheet	
Regular 7	See Route Excel Sheet	See Route Excel Sheet	
Regular 8	See Route Excel Sheet	See Route Excel Sheet	
Regular 9	See Route Excel Sheet	See Route Excel Sheet	
Regular 10	See Route Excel Sheet	See Route Excel Sheet	
Regular 11	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 1 (1k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 2 (2k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 3 (3k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 4 (4k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 5 (5k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 6 (6k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 7 (7k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 8 (8k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 9 (9k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 10 (10k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 11 (11k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 3 (3k)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 1 (1Friday)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 2 (2 Friday)	See Route Excel Sheet	See Route Excel Sheet	
Kindergarten 3 (3 Friday)	See Route Excel Sheet	See Route Excel Sheet	



Unleaded per gallon			
Red Dye Diesel			
Credit for Barn Usage	Per Month		
Credit for non-district vehicle storage	Per Month		

**2. Maximum Annual Increases**


Maximum increase for Year 2 \_\_\_\_\_

Maximum increase for Year 3 \_\_\_\_\_

Maximum increase for Year 4 \_\_\_\_\_

Maximum increase for Year 5 \_\_\_\_\_

Any pricing increase will require documentation of increased costs prior to any adjustment is approved.

	<b>Snowflake Unified School District, #5</b>		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	References		
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Offeror shall provide below a minimum of three (3) but no more than five (5) references from district that are similar in scope and size to this requirement. Failure to provide three accurate references will result in loss of points.

Offeror is responsible for sending a Performance Evaluation Survey to each client listed below.

1. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

2. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

3. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

**Subject:** Reference for

**Return to the Attention:** Mark Ollerton, Business Manager

**Name of Client responding to Survey:** \_\_\_\_\_

**Organization Representative:** \_\_\_\_\_

**Contact Phone for any follow-up:** \_\_\_\_\_

To Whom It May Concern:

Snowflake Unified School District is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means-you are Sometimes satisfied, and 1 means-you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

No.	Criteria	Unit	Score
1.	Rate the Management of services provided by this firm as it relates to Transportation.	(1-10)	
2.	Rate the ability of the Firm to complete their bus route schedules.	(1-10)	
3.	Rate the ability of the Firm to react to the issues during the initial six month phase.	(1-10)	
4.	Was the provider able to control costs and be consistent over the contract period?	(1-10)	
5.	Are problems/issues solved in a timely manner?	(1-10)	
6.	Was the Firm able to provide consistent services?	(1-10)	
7.	Were serious situations handled to the District's satisfaction? Theft, etc.	(1-10)	
8.	Was there always an English language speaker on their crew at each school?	(1-10)	
9.	Were there increases in the costs of services after the first year?	(1-10)	
10.	How long has this firm been your current Transportation provider in years?		

**TOTAL POINTS** \_\_\_\_\_

What was the biggest issue you encountered? \_\_\_\_\_


**Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey directly to Mark Ollerton at [Marko@snowflake.k12.az.us](mailto:Marko@snowflake.k12.az.us) NO LATER THAN May 3, 2017 at NOON.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

	<b>Snowflake Unified School District, #5</b> Offer and Acceptance Form		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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Company Name		For Clarification of this Offer, contact:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
Street Address		Fax	
City		E-mail	
State	Zip	<hr style="width: 80%; margin: auto;"/> <b>Signature</b> of Person Authorized to Sign Offer	
		Printed Name of Person Authorized to Sign Offer	
		Title	

**CERTIFICATION**

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. §15-512, the offeror shall comply with fingerprinting requirements as identified in Uniform Instructions.

*ACCEPTANCE OF OFFER*

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.

**This contract shall henceforth be referred to as Contract No. 17-03-22 for Outsourced Transportation Services.**

**Contract Effective Date** \_\_\_\_\_, 2017.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2017.

\_\_\_\_\_  
Authorized signature of the District

**Familial Relationship Disclosure Statement**

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Snowflake Unified School District or any employee of the Snowflake Unified School District:

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Snowflake Unified School District or any employee of Snowflake Unified School District. If such a relationship exists, please explain:

Employee of Firm	Snowflake Unified School District Connection	How are they related

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me


this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_



	<b>Snowflake Unified School District, #5</b> Deviations and Exceptions		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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List any deviation or exception for any item listed in this RFP. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:


Section	Page	Item	Reason

---

Firm

---

Authorized Signature Date

	<b>Snowflake Unified School District, #5</b> Confidential/Proprietary Information		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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Confidential / Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer.


\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. The District will be the final judge if material will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration. Put the confidential material in a separate envelope. Complete description of the material to be considered confidential, the page number, paragraph and other identifiable information must be submitted below. Page number (s), paragraph, and description:

Place this document on the outside of the envelope. If the District agrees, it will be kept confidential. If the District does not agree, you will be notified and you may pick up the material as it will not be used in your evaluation or you will be given the opportunity to withdraw your request to keep the material confidential.

---

\_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

	<b>Snowflake Unified School District, #5</b> Drug-Free Workplace Form		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
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Vendors submitting a certification with their response certifying they have a drug-free workplace.


A Firm shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 7) As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME: \_\_\_\_\_

VENDOR'S SIGNATURE: \_\_\_\_\_

**Must be executed and returned with attached proposal at time of solicitation opening to be considered.**

	<b>Snowflake Unified School District, #5</b>		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	Acknowledgement and Non-Collusion Affidavit		
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Each proposer will initial as having read and complied with all the Instruction, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors \_\_\_\_\_ please initial  
 Uniform General Terms & Conditions \_\_\_\_\_ please initial  
 Special Instructions \_\_\_\_\_ please initial  
 Special Terms & Conditions \_\_\_\_\_ please initial  
 Acknowledgment & NC Affidavit \_\_\_\_\_ please initial

Please initial as an acknowledgment, if applicable, for amendments received:

Amendment #1: \_\_\_\_\_ Amendment #2: \_\_\_\_\_ Amendment #3: \_\_\_\_\_ Amendment #4 \_\_\_\_\_

State of ( \_\_\_\_\_ ) County of ( \_\_\_\_\_ )

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Name Title Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s **RFP #17-03-22** and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.


By: \_\_\_\_\_ Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**This page must be signed, notarized and returned with your proposal response.**

	<b>Snowflake Unified School District, #5</b>		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	Compliance Form		
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Vendors requesting to do business with Snowflake Unified School District and accepting a purchase order for supplies and/or services **MUST** sign below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

**1. Federal Immigration and Nationality Act**

By applying for a Vendor Application Form or a Vendor Number to do business with Snowflake Unified School District the signer warrants that it and all proposed subcontractors are in compliance with: 1) Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and A.R.S. §23-214 and all other Federal Immigration laws and regulations related to the immigration status of its employees. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

**2. Terrorism Country Divestments**

In accordance with A.R.S. §35-392, Snowflake Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

**3. Boycott of Israel:**

In accordance with A.R.S. § 35-393, Snowflake Unified School District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. By entering into a contract, a vendor/contractor warrants compliance.

**4. Fingerprint Clearance Card Requirement**

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. §41-1758 et.seq. The Superintendent may exempt this requirement a contractor, subcontractor or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of the contractor’s normal job duties while performing service to a school or the district. The signer warrants compliance with this law.

\_\_\_\_\_ Signer is to initial here if the business they do with Snowflake Unified School District does not include providing services on a regular basis on District property.

Vendor/Contractor acknowledges that the School District retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Company Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed Name above & Title



**Snowflake Unified School District, #5**

**Vendor Payment Form**

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ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	FAX NUMBER
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? YES NO	
D-U-N-S NUMBER		<b>ARE YOU A SUSD EMPLOYEE?</b> YES NO <b>IF YES, EXPLAIN:</b>	
LOCAL REPRESENTATIVE NAME		RELATIVE OF SUSD EMPLOYEE? YES NO <b>IF YES, EXPLAIN:</b>	
LOCAL REPRESENTATIVE CONTACT PHONE		MEMBER OR RELATIVE OF SUSD GOVERNING BOARD? YES NO <b>IF YES, EXPLAIN:</b>	
LOCAL REPRESENTATIVE EMAIL			
<b>VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:</b>			
<ol style="list-style-type: none"> <li>I am duly authorized to certify the information requested herein.</li> <li>To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.</li> <li>My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.</li> <li>Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Snowflake Unified School District (SUSD) to guarantee contractual awards or agreements to my organization.</li> <li>Updating information contained on this form is solely the duty of my organization.</li> <li>My organization will not provide any product or service without first having in our possession an authorized SUSD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of SUSD and that I will have to obtain payment from the individual requestor.</li> <li>My organization will direct all communication regarding SUSD Purchase Orders to the SUSD Procurement Office.</li> <li>My organization will provide the Purchase Order number on all invoices submitted to SUSD. I understand that invoices received without this information will not be paid.</li> <li>My organization will submit all invoices directly to SUSD Accounts Payable and not to the requesting department or school.</li> </ol>			
PRINTED OR TYPED NAME		TITLE	
SIGNATURE		DATE	



**Snowflake Unified School District, #5**  
Certificate of Insurance (Sample)

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## CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.


NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	<b>A</b>	
	<b>B</b>	
NAME AND ADDRESS OF INSURED:	<b>C</b>	
	<b>D</b>	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON	\$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
EACH OCCURRENCE	\$2,000,000.00				
PROPERTY DAMAGE	\$1,000,000.00				
OR	_____				
BODILY INJURY AND	\$1,000,000.00				
PROPERTY DAMAGE COMBINED					
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		

THE SNOWFLAKE UNIFIED SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____
	_____ AUTHORIZED REPRESENTATIVE

	<b>Snowflake Unified School District, #5</b> Performance Bond (Sample)		682 School Bus Lane Snowflake, AZ 85937 (928) 536-4156
	RFP: 17-03-22 PROJECT: Outsourced Transportation Services	Page 48 of 50	

**PERFORMANCE BOND PURSUANT TO R7-2-1103 OF THE ARIZONA ADMINISTRATIVE CODE  
(SCHOOL DISTRICT PROCUREMENT RULES)**

**(Penalty of this Bond must be a minimum of \$20,000. or 1/10 of the annual cost, whichever is greater.)**

KNOW ALL PERSONS BY THESE PRESENTS:

of (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Snowflake Unified School District, #5, Navajo County, Arizona (hereinafter called the "Obligee"), for the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, ("Contract") to construct and complete certain work described as \_\_\_\_\_, which Contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein. NOW, THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL Seal

By \_\_\_\_\_

AGENCY OF RECORD

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_





# Snowflake Unified School District, #5

## Request for W-9

RFP: 17-03-22

PROJECT: Outsourced Transportation Services

Page 49

of 50

682 School Bus Lane

Snowflake, AZ 85937

(928) 536-4156

# W-9

Form  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
	-
	-
<b>or</b>	
<b>Employer identification number</b>	
	-

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/tw9](http://www.irs.gov/tw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

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## SEALED PROPOSAL PACKAGE

Submitted by:	
Address:	
City, State, Zip:	

**RFP# 17-03-22 for Outsourced Transportation Services**

**Due: May 3, 2017, by 11:00 A.M.**

Snowflake Unified School District, #5  
Attn: **Business Office**  
682 School Bus Lane  
Snowflake, AZ 85937

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CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

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**Snowflake Unified School District No. 5  
2017-2018 School Calendar**

	July 2017							January 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
4 <sup>th</sup> - Independence Day							1		1	2	3	4	5	6	8 <sup>th</sup> Start of 2nd Semester 15 <sup>th</sup> Civil Rights Day
	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
	23	24	25	26	27	28	29	28	29	30	31				
	30	31													

	August 2017							February 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
4 <sup>th</sup> New Teachers Report 7 <sup>th</sup> Teachers Report 9 <sup>th</sup> Students Report 25 <sup>th</sup> Staff Inservice			1	2	3	4	5					1	2	3	16 <sup>th</sup> Staff Inservice 19 <sup>th</sup> President's Day
	6	7	8	9	10	11	12	4	5	6	7	8	9	10	
	13	14	15	16	17	18	19	11	12	13	14	15	16	17	
	20	21	22	23	24	25	26	18	19	20	21	22	23	24	
	27	28	29	30	31			25	26	27	28				

	September 2017							March 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
4 <sup>th</sup> Labor Day						1	2					1	2	3	12 <sup>th</sup> - 16 <sup>th</sup> Spring Break 23 <sup>rd</sup> End of Qtr. 3 29 <sup>th</sup> PTC 30 <sup>th</sup> Early Release
	3	4	5	6	7	8	9	4	5	6	7	8	9	10	
	10	11	12	13	14	15	16	11	12	13	14	15	16	17	
	17	18	19	20	21	22	23	18	19	20	21	22	23	24	
	24	25	26	27	28	29	30	25	26	27	28	29	30	31	

	October 2017							April 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
6 <sup>th</sup> End of Qtr.1 11 <sup>th</sup> PTC 12 <sup>th</sup> -13 <sup>th</sup> Fall Break	1	2	3	4	5	6	7	1	2	3	4	5	6	7	20 <sup>th</sup> Unused Snow Day
	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	22	23	24	25	26	27	28	
	29	30	31					29	30						

	November 2017							May 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
10 <sup>th</sup> Observe Veterans Day 11 <sup>th</sup> Veterans Day 22 <sup>nd</sup> -26 <sup>th</sup> Thanksgiving				1	2	3	4			1	2	3	4	5	4 <sup>th</sup> Unused Snow Day 25 <sup>th</sup> End of Qtr. 4 25 <sup>th</sup> Last Day of School 29 <sup>th</sup> Memorial Day
	5	6	7	8	9	10	11	6	7	8	9	10	11	12	
	12	13	14	15	16	17	18	13	14	15	16	17	18	19	
	19	20	21	22	23	24	25	20	21	22	23	24	25	26	
	26	27	28	29	30			27	28	29	30	31			

	December 2017							June 2018							
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
22 <sup>nd</sup> End Of Qtr 2 25 <sup>th</sup> -7 <sup>th</sup> Winter Break						1	2						1	2	
	3	4	5	6	7	8	9	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	24	25	26	27	28	29	30	
	31														

Student Days: Quarters - 41/49/47/43    180 Total Days  
 Returning Teacher Days: 184 - New Teacher Days 185  
 40<sup>th</sup> Day - October 6<sup>th</sup>, 2018    100<sup>th</sup> Day - January 23<sup>rd</sup>, 2018