

APPENDIX III – 4

RFP NO. 17-XX-C21 – Professional Transportation Management Services



NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 17-XX-C21
MATERIAL OR SERVICE: Professional Transportation Management Services
PROPOSAL DUE DATE: LOCAL TIME

PROPOSAL SUBMITTAL LOCATION: TUSD Purchasing Department
1010 E. 10th Street, Building B, Room 272
East Building (10th & Fremont)
Fremont Street Entrance, Second Floor
Tucson, AZ 85719

PRE-PROPOSAL CONFERENCE DATE:
TIME: LOCAL TIME
LOCATION:

PROCUREMENT AGENT: Kevin L. Oster
EMAIL ADDRESS: kevin.oster@tusd1.org
TELEPHONE/FAX NUMBER: (520) 225-6094/ (520) 225-6019 fax

This solicitation may be obtained from website <http://www.AZPurchasing.org>. If you experience any problems receiving this Request for Proposal, please call (520) 225-6080.

Competitive sealed proposals for the specified material or service shall be received by the Purchasing Department, 1010 East 10th Street, Building B, Room 272, East Building, Tenth Street Entrance, Second Floor, Tucson, Arizona 85719, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded.

Proposals must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals will not be considered. **Hand delivery is recommended; the School District cannot be held responsible for the failure of the postal service and/or any commercial delivery services to timely deliver the proposals directly to the Purchasing Department.** The prevailing clock shall be the School District's Purchasing Department's clock.

Proposals must be submitted in a sealed envelope and/or box. The Request for Proposal Number and the offeror's name and address should be clearly indicated on the outside of the envelope and/or box. An Offeror shall submit an offer on a signed original hard copy on the forms provided in this solicitation. No substitute document for the forms will be accepted.

Offerors who wish to submit their proposals in person are advised to allow themselves ample time to submit their proposals at the above address.

Issue Date _____

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Proposal at the following website:

www.AZPurchasing.org

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

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

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I. UNIFORM INSTRUCTIONS TO OFFERORS

- A. **Definition of Terms** In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:
1. ***“Attachment”*** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
 2. ***“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 or Scope of Work; the Proposal and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
 3. ***“Contract Amendment”*** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
 4. ***“Contractor”*** means any person who has a contract with the School District/Public Entity.
 5. ***“Days”*** means calendar days unless otherwise specified.
 6. ***“Exhibit”*** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
 7. ***“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.
 8. ***“Offeror”*** means an Offeror who responds to the solicitation.
 9. ***“Procurement Agent”*** means the district representative duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
 10. ***“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.
 11. ***“Responsive Offeror”*** means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
 12. ***“Solicitation”*** means a Request for Proposal (RFP).
 13. ***“Solicitation Amendment”*** means a written document that is authorized by the Procurement Agent or Specialist and issued for the purpose of making changes to the Solicitation.
 14. ***“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.
 15. ***“School District/Public Entity”*** means the School District/Public Entity that executes the contract.

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B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check their Proposal for accuracy before submitting the Proposal. 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.
2. 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 inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Agent 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 inquire since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
4. 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.
5. 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 inquires.
6. 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.
7. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall 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.
8. 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.

C. Proposal Preparation

1. Forms: No Facsimile or Electronically Submitted Proposals. 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. A facsimile or electronically submitted Proposal shall be rejected.
2. 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 R7-2-1049.

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3. Offer and Acceptance. An authorized signature on the Offer and Acceptance Form herein shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and, further, that all information provided by the Offeror is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Offer.
4. Deviations and Exceptions to Terms and Conditions. All deviations and 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 deviations and exceptions occur. Any deviations and 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 Agent in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All deviations and 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.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
6. Cost of Proposal Preparation. The School District will not reimburse any Offeror the cost of responding to a Solicitation.
7. 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 may result in rejection of the Proposal.
8. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
9. 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.
10. 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/Public Entity 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.
11. 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 to 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.
12. 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:
 - a. Amendments

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- b. Special Terms and Conditions;
 - c. Uniform General Terms and Conditions;
 - d. Statement of Scope of Work;
 - e. Specifications;
 - f. Attachments;
 - g. Exhibits;
 - h. Special Instructions to Offerors;
 - i. Uniform Instructions to Offerors
 - j. Best & Final Offer, if applicable and
 - k. Submission of Proposal
13. 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).

D. Submission of Proposal

1. 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.
2. 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.
3. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity 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.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - a. 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 engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

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- b. 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
- c. 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
- d. 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.

E. Additional Proposal Information

1. 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.
2. 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.
3. 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.
4. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
5. 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).
6. 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.
7. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 - a. Waive any minor informality;
 - b. Reject any and all Proposals or portions thereof; or
 - c. Cancel a solicitation.

F. Award

1. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School

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District/Public Entity. If the Procurement Agent determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Proposals shall be rejected.

2. **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 School District/Public Entity 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.
3. **Effective Date.** The effective date of this Contract shall be the date that the Director of Purchasing or a designated alternate signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
4. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

G. **Protests** A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the School District Representative.

1. A protest shall include:
 - a. The name, addresses, and telephone number of the interested party
 - b. The signature of the interested party or the interested party's representative;
 - c. Identification of the purchasing agency and 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.
2. 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.
3. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
4. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit 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.

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II. UNIFORM GENERAL TERMS AND CONDITIONS

A. Contract Interpretation

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

B. Contract Administration and Operation

1. 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 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.
2. 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.
3. 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/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
4. 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/Public Entity 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/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
5. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity 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/Public Entity

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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 Agent 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.

6. 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 Agent.
7. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. 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/Public Entity.

C. Costs and Payments

1. Payments. 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 from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
2. Applicable Taxes.
 - a. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - b. State and Local Transaction Privilege Taxes. The School District/Public Entity 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.
 - c. 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/Public Entity 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.
 - d. 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/Public Entity.
3. 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/Public Entity 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/Public Entity will make reasonable efforts to secure such funds.

D. Contract Changes

1. Amendments. This Contract is issued under the authority of the Procurement Agent who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Agent. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or

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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.

2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Agent. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. 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 Agent. The Procurement Agent shall not unreasonably withhold approval.

E. Risk and Liability

1. 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.
2. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity 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.
3. 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/Public Entity 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/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
4. Force Majeure.
 - a. 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.
 - b. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 2. 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
 3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - c. 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

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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.

- d. 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.
5. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity 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.

F. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - a. A quality to pass without objection in the trade under the Contract description;
 - b. Fit for the intended purposes for which the materials or services are used;
 - c. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - d. Adequately contained, packaged and marked as the Contract may require; and
 - e. Conform to the written promises or affirmations of fact made by the Contractor.
3. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity 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.
4. 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/Public Entity.
5. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
6. 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.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
 - a. 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

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provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

- b. 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 Office, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

G. School District/Public Entity's Contractual Remedies

1. Right to Assurance. If the School District/Public Entity 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 Agent 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/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
2. Stop Work Order.
 - a. The School District/Public Entity 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.
 - b. 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 Agent shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
4. 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/Public Entity 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.
5. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity 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.

H. Contract Termination

1. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity 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/Public Entity is, or becomes at any time

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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.

2. **Gratuities.** The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity 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/Public Entity 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/Public Entity, 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.
 3. **Suspension or Debarment.** The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity 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.
 4. **Termination for Convenience.** The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity 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/Public Entity. 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/Public Entity. 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.
 5. **Termination for Default.**
 - a. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity 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 Agent shall provide written notice of the termination and the reasons for it to the Contractor.
 - b. 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/Public Entity.
 - c. The School District/Public Entity 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/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
 6. **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.
- I. **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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- J. **Gift Policy** The Tucson Unified School District will accept no gifts, gratuities or advertising products from Offerors. TUSD has adopted a zero tolerance policy concerning Offeror gifts. TUSD may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Agent.
- K. **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/Public Entity 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.
- L. **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.
- M. **Contractor’s Employment Eligibility**
- a. 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.
 - b. The School District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The School District reserves the right to confirm compliance in accordance with applicable laws.
 - c. Should the School District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the School 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.
- N. **Terrorism Country Divestments** Per A.R.S 35-392, the School District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- O. **Fingerprint Clearance Cards**
1. In accordance with A.R.S 15-512(H), 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 may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.
 2. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.
 3. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District/Public Entity.
- P. **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 School District or as initiated by

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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.

Q. Confidential/Proprietary Information

1. 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/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.
2. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.
3. Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

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III. SPECIAL TERMS AND CONDITIONS

- A. **School District Representative** In accordance with A.A.C. R7-2-1042 (a.1.s), and the “Uniform Instructions To Offerors,” the School District Representative is Kevin L. Oster.
- B. **Purpose** It is the intention of the District to purchase Professional Transportation Management Services for the Operations/Transportation Department. This solicitation and subsequent contract is to provide for transportation management service only. Outsourcing of transportation services, fleet maintenance services or any other service are not provided under this RFP and will not be considered at this time. If at a later date these services are determined needed and in the District’s best interest, these services will be solicited under a separate solicitation.
- C. **Contract Liaison** The Contract Liaison for any contracted awarded under this Request for Proposal will be Rodney Dockins, Business Office Coordinator. The Contract Liaison shall act as the District’s contract manager and oversee performance under the awarded contract.

The Contract Liaison may provide the offeror with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District’s Purchasing Department.

- D. **Hiring of ASRS retirees**
1. Arizona Revised Statute §38-766.02 states the employer must pay an alternative contribution rate for Arizona State Retirement System (ASRS) retirees who return to work in any capacity in a position ordinarily filled by an employee of the employer who is included in agreements providing for their coverage under the federal old age and survivors insurance system. Offers for services falling with this definition must indicate how the alternative contribution rate is being collected from the employee and provided to the District.
 2. In addition, an employer of a retired member shall submit any reports, data, paperwork or materials that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return to work program.
- E. **Contractor/Key Personnel** It shall be the Contractor’s responsibility to adequately screen all contractor personnel providing services under the contract, to determine the appropriateness of their working with students, staff or families. Said screening shall include, but may not be limited to background checks to ensure that the assigned personnel do not have convictions for the crimes outlined in A.R.S. 15-512 and 15-534. The District reserves the right to request confirmation of such screening and the documentation results.

The Contractor must provide an adequate staff of qualified and experienced personnel to provide services under the contract. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. If key personnel are not available to work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel of substantially equal ability and qualifications. The District reserves the right to require replacement of assigned personnel when this is deemed to be in the District’s best interest. Upon such notice, the Contractor shall promptly assign a new appropriately qualified and experienced employee.

- F. **Insurance**
1. Offeror agrees to maintain such insurance as will fully protect Offeror and the School District/Public Entity 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

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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 Agreement, 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 School District/Public Entity 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 School District/Public Entity.

2. Successful Offeror shall 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 \$5,000 and naming Tucson Unified School District as an additional insured party.
3. Professional Liability Insurance (for errors, omissions and malpractice coverage) shall be provided with limits of at least \$1 million per claim and \$1 million per aggregate to be maintained by the successful offerors.
4. Successful Offeror shall be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
5. The policy shall be endorsed to include coverage for sexual abuse and molestation.

Each insurance policy required by the District shall not be cancelled or reduced in coverage or limits except after thirty (30) days written notice to the District.

All certificates are to be received and approved by the District prior to the beginning of the contract period. Failure to maintain the required insurance or provide evidence of insurance shall be considered a material breach of contract.

G. **Affordable Care Act** Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

H. **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.

I. **Safety**

1. Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the School 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.
2. 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.

J. **Fingerprint Requirements** The School District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), 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 be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. subsection 41-4401, A.R.S. subsection 23-214, the Federal Immigration and Nationality ACT

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(FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The School District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the School District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the School District suspects or finds the Contractor or any of its subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

- K. **Terms of Award** Per A.A.C. R7-2-1042(A.3.b), the School District reserves the right to award a contract, beginning January 1, 2017 and ending December 31, 2017. The School District reserves the right to extend the contract for four additional one-year contracts ending December 31, 2021, providing services performed by the Offeror are satisfactory to the School District, and funding is available.

It is expected that Governing Board approval for this contract will be made in December 2016.

- L. **Contract Award** It is anticipated that a contract under this RFP may be awarded to *a single offeror*.
- M. **Award Basis** In accordance with A.A.C. R7-2-1050, the successful Offeror will be determined by evaluation criteria per the solicitation, which may include pricing, or other incentives offered. However, award will not be made based on price alone.

In accordance with A.A.C. R7-2-1042(A.1.v) the School District **shall not** consider partial offers for award of a contract under this RFP.

- N. **Additional Services** The District reserves the right to add related services or products to the contract at any time during the contract period. The District shall contact the contractor for prices prior to adding any service, and may at TUSD's sole option, accept the quoted price or purchase elsewhere those services.
- O. **Non-Exclusive Contract** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and the best interest of the School District. The School District reserves the right to obtain like goods or services from other sources and issue additional Requests for Proposals, if needed.

P. **Offeror Responsibility**

1. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the School District. Any damage caused to School District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.
2. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.
3. The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the School District for the acts and omissions of any and all persons whether directly or indirectly employed

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by them. They shall maintain such insurance as will protect them and the School District from claims or damage from personal injury including death, which may arise from operations under this contract.

4. The successful Offeror must be prepared to provide an adequate work force. It shall be the successful Offerors responsibility to ensure continuation of service.
5. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
6. The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

Q. **Offeror Required Contract** If your firm will require the School District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

R. **Offer and Acceptance Form** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and, further, that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Offer.

S. **Delivery of Services** Services must be received within time agreed to by the School District and the Offeror. The School District shall make decisions as to compliance with contract services and time and their decision shall be final. The services provided under this contract shall be delivered per the scope of work on this contract.

T. **Authority** This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the School 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 School District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

U. **Compensation and Method of Payment** Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the using school or department.

All proposals shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department.

V. **Billing/Invoices** All billing/invoices must be sent in the following manner. All invoices shall identify the specific service(s) being billed. Any purchase order issued by TUSD will refer to the RFP number of this Proposal. Electronically send all billing/invoices to the following email address: TUSDFinance@tusd1.org. If you are not able to send billing/invoices electronically submit your billing/invoice to the following address:

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Tucson Unified School District
Accounts Payable
1010 E. 10th Street, Bldg. B, Rm 265
Tucson, Arizona 85719

- W. **Price Clause** Prices shall be firm for the term of the contract. Prices as stated must be complete for all services offered and shall include all associated costs. After initial contract term and prior to any contract renewal, TUSD will review fully documented requests for price increases and may at its sole option accept any changes or cancel the contract.
- X. **Deviations and Exceptions to Proposal** Any deviation or exception from the general or special terms and conditions, specifications/scope of work, or instructions to Offerors shall be described fully and appended to the Deviations and Exceptions Form. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Proposal shall be accepted as in strict compliance with all terms and conditions.
- Y. **Procurement Methods** Any services obtained under this Request for Proposal may be by Blanket Purchase Order or Specific Purchase Order.

RFP NO. 17-XX-C21 – Professional Transportation Management Services**IV. SCOPE OF WORK**

Background The District covers 228 square miles and has ?? schools or alternative school program sites. The District serves more than 48,000 students and transports between 13,000-14,000 students daily. Included in this number, approximately 1,400 students have special needs requirements. The District drives or contracts in excess of 5.5 million road-miles annually for student home-to-school and return transports. The District currently owns 300 school buses and has 280 bus drivers, 127 bus monitors to assist students with disabilities and manage student behaviors, 2 Routing Analysts, 5 Routers and 35 fleet maintenance personnel. The fleet and personnel are currently located in three geographically separated locations. The student routing system used by the District is being transitioned to VersaTrans with implementation expected by July 1, 2017. The District also has dynamic and complex academic programs that significantly impact transportation requirements. Magnet, GATE, No Child Left Behind, McKinney-Vento, and Exceptional Education programs are transported based upon program and distance to school policies.

Scope of Work It is the intention of the Tucson Unified School District to purchase professional Transportation Management Services for the District with an immediate start date. These services will be provided by a Student Transportation Management firm and provide on-site full time individual(s) to provide daily management within the Transportation Department. The successful offeror must be capable of providing high quality management, training and mentorship to the District's transportation staff, dramatically improve communication and customer service delivery and develop and deliver metrics that measure the effectiveness and efficiency of student transportation to include routing functions, bus scheduling, fleet management for all District vehicles and driver performance indicators.

~~A Transportation Routing Manager may also be selected as part of this offer to provide on-site daily management of the routing department.~~ Additional services that may be selected should be listed as options. At the discretion of the District, additional services to address transportation training requirements, driver recruitment methods, organizational planning studies, and other student transportation related services may be requested.

1. Minimum Requirements:

- I. Director of Transportation - A senior employee of the contractor shall be assigned to this contract and be on-site during all normal work days within the District. In addition, the Director of Transportation is expected to be available to the District at all times, either by telephone or in person to make decisions or provide coordination as necessary. The principle function of the Director of Transportation will be to oversee the Transportation Department's employees, effectively support, develop and supervise managers and management functions, monitor all transportation operations and budget activities, and develop plans to improve the effectiveness and efficiency of student transportation, communication and customer services. The Director of Transportation will be expected to perform these functions, ensuring that services are provided according to District plans, policies, and applicable State and Federal regulations. The Director of Transportation is also expected to become fully integrated within other District departments to ensure cooperative planning for student Transportation needs.
- II. The contractor will have direct supervision of the following District personnel; Fleet Manager, three Transportation Facility Managers, a Routing Manager, Office Manager, Phone Bank Supervisor, and three Transportation Payroll Technicians. The number of personnel and titles are subject to change, but will be the senior supervisors within the Transportation Department. Current organizational chart is found in attachment A.
- III. The contractor is expected to provide reach back capabilities within their own organizational structure to provide high quality management and mentorship training to the District's transportation staff. The contractor must provide examples of training and mentorship programs and implementation methods and measurements to demonstrate success.
- IV. The contractor is expected to provide industry standard metrics that measure the effectiveness and efficiency of student transportation to include routing functions, bus scheduling, fleet management, and driver performer indicators. Metrics must include detailed plans for improving these areas within

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the District and take into account the District's current resource allocation and if recommending changes, include cost estimates for plan implementation.

2. Optional Services:

- I. ~~The District may select a Transportation Routing Manager as part of this offer to provide on-site daily management of the Routing Department. The Routing Manager is expected to have significant experience in student transportation and in-depth knowledge of the Versatrans software. The Routing Manager would be required to develop plans and training requirements to ensure District's routing staff are highly competent and capable of meeting the District's routing needs. Develop and implement routing procedures and establish performance measures for the routing staff in order to ensure effective and efficient routing practices are implemented.~~
 - II. Additional services to perform fleet analysis, maintenance efficiency and driver training plans, along with other services the contractor has available should be listed and, at the discretion of the District, procured individually and at any time while the contract is in effect.
3. The contractor will be expected to plan and execute a student transportation system that ensures student arrival to school and return to home is within District Guidelines and complies with all District Policies, Regulations, and Labor Agreements used within the District.
 4. The Contractor will be expected to respond to inquiries or complaints from any and all individuals. The Contractor will be expected to prepare presentations or reports for the Tucson Unified School District Governing Board as requested.
 5. Placement of a temporary manager and/or management team must occur within 10 days of contract award. The full-time on-site manager and/or management team must be placed within 60 days and is subject to the approval of the District.
 6. The District retains the right to approve operational changes presented by the selected contractor for Implementation or **any manager changes after implementation.**
 7. The Contractor will operate the Transportation Department within the budget set by Tucson Unified School District.

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V. EVALUATION AND AWARD

The School District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the School District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration.

Evaluation of proposals will be by a committee that may be comprised of School District personnel and other community members. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered may be notified by the School District in writing. If the School District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the School District with a demonstration of requested items. Demonstrations may be held after proposal opening and prior to award. Vendor demonstrations may be coordinated to occur on the same day to allow School District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified prior to the schedule date of the demonstration.

As part of the Phase Two process, the School District may re-score the short-listed vendors according to criteria based on the original proposal as well as any additional information obtained during any or all of the Phase Two activities. As part of the Phase Two process, a ranking may be established to determine the contract award(s).

The School District may enter into further discussions in accordance with A.A.C. R7-2-1047 and R7-2-1048 and may request Best and Final Offers from the vendors.

Evaluation Criteria are listed below in order of relative importance. Your proposal must address these criteria in the order presented. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

1. Qualifications and Experience of the vendor.
2. Qualifications and Experience of the proposed staff.
3. Method of Approach.
4. Price.
5. Ability to provide optional services.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of TUSD, and the School District's decision shall be final.

It is the intention of the District to award this contract to ONE firm and/or individual. This will be a non-exclusive contract and the District reserves the right to issue additional Requests for Proposals for related specific requirements when deemed to be in the District's best interest.

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VI. PROPOSAL SUBMITTALS

The ***Tucson Unified School District*** will not assume responsibility for any costs related to the preparation or submission of the Proposal.

Each Offeror must supply one original offer, marked with the company name and “ORIGINAL” on the cover in large easy-to-read letters and Six (6) full copies of each proposal, each marked with the company name and sequentially numbered “COPY NO. 1”, “COPY NO. 2”, “COPY NO. 3”, etc., on the cover in large easy-to-read letters.

Proposals must be submitted in a sealed envelope and/or box with the Request for Proposal Number and the offeror’s name and address clearly indicated on the outside of the envelope and/or box. It is not necessary to place each individual copy in its’ own separate envelope.

Binders shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a signed copy of the Offer and Acceptance Page. Proposals submitted without an original, signed copy of this document will be considered nonresponsive.
- Tab 2. Provide a brief history of your firm including name of firm, address and how long the firm has been providing the specified service. Also include the location(s) of your office(s) that will serve TUSD.
- Tab 3. Provide a thorough description of the services you are offering to TUSD. Respond specifically, and in order to all items listed under Section A. Scope of Services. For each service, include:
 - Your firm's philosophy, mission statement and approach to delivery of this service.
 - The anticipated outcomes of the services you propose to provide.
 - Samples of curricula or other materials to be used in providing the service.
- Tab 4. Provide the names, addresses, contact persons, and telephone numbers of at least three clients TUSD may contact as professional references. References must have received the same or substantially similar services to those offered to TUSD.
- Tab 5. Proposal Cost Form. Provide a unit cost schedule of fees for the services, products and equipment you are offering. A range of fees may be submitted for the various services, products and equipment, including all required hardware, software and license fees. The schedule of fees must also include travel, lodging, and fee associated with training of School District staff.
- Tab 6. Payment Method Form
- Tab 7. Deviations and Exceptions Form. Deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.
- Tab 8. Additional Materials Form. Provide this form and any *pertinent* supplementary information regarding your firm's services or experience that may enable TUSD to become aware of the firm's qualifications. **Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.**
- Tab 9. Include in the “ORIGINAL” only (and not in all of the other copies), the

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Confidentiality/Proprietary Information Form, the Non-Collusion Affidavit Form, and the I.R.S. W-9 Form.

- Tab 10. Include in the “ORIGINAL” only (and not in all of the other copies), the Addenda Acknowledgement Form
- Tab 11. Include in the “ORIGINAL” only (and not in all of the other copies), one (1) electronic copy on **flash drive** in MS Word, MS Excel, and/or PDF format as appropriate, PC readable, labeled, and not password protected. This may be included and attached here or otherwise affixed to the cover or binder pocket. Be sure to verify and play all documents to ensure they are readable before submitting. Proposals submitted without electronic copies or with corrupt files may be deemed nonresponsive.
- Tab 12. (OPTIONAL) Include in the “ORIGINAL” only (and not in all of the other copies), a copy of the applicable Certificate of Insurance naming TUSD as additional insured. Note: The Certificate of Insurance is optional at the time of bidding, but will be required prior to award of any contract. Failure to provide evidence of insurance within 10 days of a request will be grounds for canceling award.

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VIII. PAYMENT METHOD FORM

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the School Districts rules, regulations and policies.

TUSD's preferred method of payment is by a Procurement Card aka pCard, a commercial credit card, to both improve and expedite the purchasing and payment process. The percent discount for goods and services must remain the same no matter what purchasing method the District uses.

TUSD will not pay convenience fees, surcharges or any additional costs for payments made by credit card.

TUSD reserves the right to assess a 5% check processing fee when credit card payments are not an available method of payment.

Do you accept commercial credit card?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, can commercial payment(s) be made (provide information) :		
a) Online? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b) By email? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c) By phone? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d) By fax? _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you extend a prompt payment discount?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
a) If yes, what is the discount?		
Do you accept electronic copies of TUSD Purchase Orders?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(a) If yes, please provide a central email address where PO's may be sent as well contact information such as name and phone number for the person responsible for entering purchase orders. Email and Contact Information:		

Signature _____ Date _____

Printed Name, Title _____

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RFP/IFB No. <u>17-XX-C21</u>	OFFER AND ACCEPTANCE	TUSD Purchasing Department 1010 E. 10th Street Building B, Room 272 East Building (10th & Fremont) Fremont Street Entrance, Second Floor Tucson, AZ 85719 (520) 225-6080
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The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Company Name		For Clarification of this Offer, list local contact: Name
City Business Privilege Tax License No.		
Arizona Transaction (Sales) Privilege Tax License No.		Phone
Federal Employer Identification No.		Fax
Street Address		Web Site
City		E-mail
State	Zip	Signature: _____ Signature Person Authorized to Sign Offer _____ Printed Name of Person Authorized to Sign Offer _____ Title
Tax Rate (if applicable) _____%		

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 bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder 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.
4. The offeror complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. The offeror shall comply with fingerprinting requirements in accordance with ARS 15-512 unless otherwise exempted.

Failure to provide a valid signature affirming the stipulations required by these clauses 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.

ACCEPTANCE OF OFFER (FOR TUSD USE ONLY)

When approved for award and countersigned below by the Director of Purchasing or authorized designee, the offer is 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/public entity.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a written purchase order.

Awarded by:

TUSD Director of Purchasing Date _____

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ADDITIONAL MATERIALS FORM	
Additional or Supplementary Materials (Check one):	
<input type="checkbox"/>	No additional materials have been included with this offer
<input type="checkbox"/>	Additional Materials are included
Describe - attach additional pages if needed:	
Printed Name	
Signature	
Date	

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CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM	
Confidential/Proprietary Submittals (Check one):	
<input type="checkbox"/>	No confidential/proprietary materials have been included with this offer
<input type="checkbox"/>	Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 19). 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 School District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.
Identify or describe:	
Printed Name	
Signature	
Date	

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AMENDMENT ACKNOWLEDGMENT FORM		
<p>This page is used to acknowledge any and all amendment(s) that might be issued. Amendment(s) are posted on www.AZPurchasing.org. Your signature indicates that you took the information provided in the amendment(s) into consideration when providing your complete Offer response. Failure to acknowledge amendment(s) may result in your offer being deemed non-responsive.</p>		
Amendment Number	Signature	Date
<p>No amendment(s) were issued.</p> <p>If no amendment(s) were issued, you must still sign and return this form. Note: You should check the website again as late as possible prior to the due date and time to avoid missing any amendments. Amendment(s) may be issued at any time up until the due date and time, even after you have sent in your offer.</p>		
Amendment No. 1		
Amendment No. 2		
Amendment No. 3		
Amendment No. 4		
Amendment No. 5		
Amendment No. 6		

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NON-COLLUSION AFFIDAVIT FORM

I, _____ affiant,
(Printed Name)

the _____
(Title)

(Company Name)

Signature confirms Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

Signature

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I.R.S. W-9 FORM

Directions and an online I.R.S W-9 Form (Request for Taxpayer Identification Number and Certification) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

