



PURCHASING/WAREHOUSE DEPARTMENT

Katherine Mendoza
Purchasing/Warehouse Manager

1001 W. Roger Road, Tucson, AZ 85705

(520) 696-3713 • FAX (520) 696-3709

E-Mail: kmendoza@amphi.com

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

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July 6, 2022

Amphitheater Public Schools Request for Proposal (RFP) 7262022 McKinney Vento and Special Needs Transportation Services

You are invited to submit a proposal for RFP McKinney Vento and Special Needs Transportation Services for Amphitheater Public Schools (the District). **Sealed proposals will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 up to and before 2:00 P.M. local time on Tuesday, July 26, 2022.** Proposals will be opened and the name of the respondent publicly read aloud at that time.

*****No verbal, telephoned, e-mailed, or faxed proposals will be accepted.*****

Envelopes/packages containing the proposals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **“RFP 7262022 McKinney Vento and Special Needs Transportation Services”**.

Sealed proposals shall contain one (1) hard copy labeled “ORIGINAL” and three (3) hard copies labeled “COPY”. Also, included in the envelope shall be a completed W-9 form and an electronic copy of the submittal on either a CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after award of contract for this solicitation.)

The District is not responsible for proposals delivered or received late. Any proposals received after the scheduled closing time will be returned unopened.

NOTE: Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at kmendoza@amphi.com and submitted no later than end of day Wednesday, July 13, 2022. An amendment with answers to all questions received by this date will be published on Monday, July 18, 2022 at the following website <http://www.AZPurchasing.org> and/or <http://www.amphi.com/Page/11059>. Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page eleven.

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by Anna Maiden, Equal Opportunity & Compliance Director, (520) 696-5164, amaiden@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFP is to procure McKinney Vento and Special Needs Transportation Services for the District. Proposals may be for either McKinney Vento Transportation Services or Special Needs Transportation Services or both. **NOTE: Contracts to multiple Contractors for these services may be awarded.**

McKinney Vento Transportation Services are those services required to transport students living outside District boundaries to and from District schools. Taxi cabs may be utilized. All passengers shall be transported in air conditioned vehicles in the rear seat only unless otherwise authorized by the Amphitheater Transportation Department. Based on historical usage for this type of service, the annual miles for transporting McKinney Vento students is approximately 30,000 miles. There can be anywhere from 25 to 50 students being transported on an annual basis, however, this number will vary depending on the need.

Special Needs Transportation Services are services provided to the District by qualified Contractor(s) to provide vehicles, equipment, and drivers for the safe transportation of regular and special education program students to and from school, between schools, and for other District activities. Students with disabilities may have physical and/or mental disabilities (i.e. mental retardation, hearing impairments including deafness, speech or language impairments, visual impairments including blindness, serious emotional disturbance, orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities). Service may include infants, toddlers, and preschoolers through age 21. The average distance between home and school is twelve (12) miles. Ninety percent (90%) of the Special Needs Students are ambulatory; the remaining ten percent (10%) require wheel chair service. **NOTE: This service will not be used for special event transportation.** In the past, only two (02) students have required attendants. The District will pay the cost for attendant transport, pickup, and drop off. The District will evaluate each student, case by case, to determine if attendants are required. Based on historical usage for this type of service, the annual miles for transporting Special Needs students is approximately 80,000 miles. There can be anywhere from 40 to 80 students being transported on an annual basis.

SCOPE OF SERVICES FOR MCKINNEY VENTO TRANSPORTATION SERVICES

Students must receive direct service at their arrival at school, home or activity and must not be delayed in order for the Contractor to service non-District passengers. No passenger shall ride longer than seventy-five (75) minutes in one direction. The Amphitheater Transportation Department must be notified should there be an exception to this rule. No student may be picked up or dropped off other than the drop off and pickup times as scheduled by the Amphitheater Transportation Department.

The Amphitheater Transportation Department shall provide weekly transportation requirements per student. If necessary, daily updates for individual students will be made. Contractor is to exercise "effective route planning" to minimize miles driven while maximizing vehicle utilization. The District will review routes as needed to verify "effective route planning". Contractor routes shall be approved by the Transportation Director, or designee. The Contractor must submit, on request, approved daily route miles and the number of students transported.

The Amphitheater Transportation Department and all parents shall be promptly notified by the Contractor of any delays of more than 10 minutes to the scheduled pick-up and/or drop-off time.

Penalty: Arriving and/or dropping students too early, 15 minutes or earlier at school or picking up students from school late, 15 minutes late beyond the scheduled departure time will result in the following action:

- First offense - a written warning
- Second offense - the total miles for the route deducted from payment invoice

- Third offense - a \$200.00 fine
- Fourth offense - the entire route will be pulled from the Contractor

NOTE: Times are based on the bell time schedule to be provided to each Contractor prior to the start of school.

The Contractor must permanently assign the same driver to a route when possible. The driver must not “transfer” rider to another vehicle unless an emergency necessitates this; the Amphitheater Transportation Department is to be advised immediately. The Contractor shall promptly transfer all students to a serviceable vehicle in the event of a mechanical breakdown. All associated costs in the event of a mechanical breakdown will be borne by the Contractor. **No riders are allowed in the front seat.**

All accidents while in service with the District and involving a student rider shall be reported immediately to the Amphitheater Transportation Director, or designee. All accidents involving injuries to students or other persons shall be reported immediately to the Amphitheater Transportation Director, or designee.

Occurrences/incidents that may affect the student welfare and/or the District’s service provided by the Contractor shall be reported to the Amphitheater Transportation Director, or designee and followed by a written report.

Contractor must provide service for additional students with 48-hour notice by the District. Cancellation notice for scheduled service shall be no less than one hour. Non-District individuals may **not** be transported with District students and attendants.

In case of an accident, which occurs while transporting a District student or in which a District student is involved in any way, a drug and alcohol test shall be completed within six (06) hours of the accident. The Amphitheater Transportation Director, or designee must be notified of the results of such a test immediately.

Contractor must maintain all wheelchair transport components in good working order.

NOTE: A local (Tucson) phone number answered by a local (Tucson) Contractor’s dispatcher must be provided. Telephone numbers outside the 520 area code and 800 toll free numbers are not acceptable. A tour of the local facility may be performed prior to the award of contract.

SCOPE OF SERVICES FOR SPECIAL NEEDS TRANSPORTATION SERVICES

Students must receive direct service at their arrival at school, home or activity and must not be delayed in order for the Contractor to service non-District passengers. If necessary, the driver must unload students from the vehicle in the direct presence of Special Education Assistants or Instructional Assistants as specified in the request for travel. No passenger shall ride longer than eighty (80) minutes in one direction. The Amphitheater Transportation Department must be notified should there be an exception to this rule.

No student may be picked up or dropped off other than the drop off and pickup times as scheduled by the Amphitheater Transportation Department. No student shall be transported outside of the District boundaries unless prior approval is granted by the Amphitheater Transportation Director, or designee.

The Amphitheater Transportation Department shall provide weekly transportation requirements per student. If necessary, daily updates for individual students will be made. Contractor is to exercise “effective route planning” to minimize miles driven while maximizing vehicle utilization. The District will review routes as needed to verify “effective route planning”. Contractor routes shall be approved by the Transportation Director, or designee. The Contractor must submit, on request, approved daily route miles and the number of students transported.

The Amphitheater Transportation Department and all parents shall be promptly notified by the Contractor of any delays of more than 10 minutes to the scheduled pick-up and/or drop-off time.

Penalty: Arriving and/or dropping students too early, 15 minutes or earlier at school or picking up students from school late, 15 minutes late beyond the scheduled departure time will result in the following action:

- First offense - a written warning
- Second offense - the total miles for the route deducted from payment invoice
- Third offense - a \$200.00 fine
- Fourth offense - the entire route will be pulled from the Contractor

NOTE: Times are based on the bell time schedule to be provided to each Contractor prior to the start of school.

The Contractor must permanently assign the same driver to a route when possible. The driver must not “transfer” rider to another vehicle unless an emergency necessitates this; the Amphitheater Transportation Department is to be advised immediately. The Contractor shall promptly transfer all students to a serviceable vehicle in the event of a mechanical breakdown. All associated costs in the event of a mechanical breakdown will be borne by the Contractor. **No riders are allowed in the front seat.**

All accidents while in service with the District and involving a student rider shall be reported immediately to the Amphitheater Transportation Director, or designee. All accidents involving injuries to students or other persons shall be reported immediately to the Amphitheater Transportation Director, or designee.

Occurrences/incidents that may affect the student welfare and/or the District’s service provided by the Contractor shall be reported to the Amphitheater Transportation Director, or designee and followed by a written report.

Contractor must provide service for additional students with 24-hour notice by the District. Cancellation notice for scheduled service shall be no less than one hour. Non-District individuals may **not** be transported with District students and attendants.

In case of an accident, which occurs while transporting a District student or in which a District student is involved in any way, a drug and alcohol test shall be completed within six (06) hours of the accident. The Amphitheater Transportation Director, or designee must be notified of the results of such a test immediately.

Contractor must maintain all wheelchair transport components in good working order.

Contractor must provide a listing of all types of vehicles and drivers assigned to the District.

NOTE: A local (Tucson) phone number answered by a local (Tucson) Contractor’s dispatcher must be provided. Telephone numbers outside the 520 area code and 800 toll free numbers are not acceptable. A tour of the local facility may be performed prior to the award of contract.

CONTRACTOR REQUIREMENTS

The safety and well-being of schoolchildren is the District’s primary concern in awarding a contract(s) for this RFP.

All vehicles shall be in good working order and must be at least the year 2010 or newer.

A complete list of vehicles must be submitted as part of this RFP.

Included: Yes ___ No ___

An equipment safety checklist to include first aid kits must be submitted as part of this RFP.

Included: Yes ___ No ___

All drivers must meet DOT requirements.

A complete list of potential drivers assigned to service this account detailing their certifications and training must be submitted as part of this RFP. Driver certifications and training are to be updated quarterly throughout the term of the awarded contract.

Included: Yes ___ No ___

Three (03) references must be provided for service offered for similar services preferably in K-12 public education. References shall include the name of customer, (company, school district, etc.) contact person's name, e-mail address and phone number.

References included: Yes ___ No ___

An inspection of the Contractor's facility to include driver and vehicle fleet maintenance records may be required prior to an award of contract. Inspections may occur quarterly or as deemed necessary by the Amphitheater Transportation Department.

Vehicle Records available for inspection: Yes ___ No ___

Each Contractor awarded a contract must provide proof of training for all drivers on a quarterly basis. Twelve (12) hours of training shall be required per school year.

Driver training records available for inspection: Yes ___ No ___

VEHICLE REQUIREMENTS

The Contractor must provide and maintain vehicles that meet or exceed all applicable regulations and laws relating to Arizona transportation pursuant to Federal and State regulations. All vehicles must be in good mechanical and safe operating condition as required by the State of Arizona and the Federal Department of Transportation. Vehicles are to be air-conditioned and in good working order with two-way communication to dispatcher either via cell phone or radio. Vehicles must also be equipped with GPS live vehicle tracking. **Vehicles must be the year 2010 or higher.** Vehicles must be maintained in a safe and operable condition throughout the contract term. Vehicles must be clean and sanitary. The Contractor must supply all necessary equipment to safely secure the student passengers.

A wheelchair lift must be provided for all students in a mobility device. The lift is to be in good physical condition, safe operating condition, and must comply with any applicable safety regulations. Tie down equipment must not be worn or frayed. Equipment is to be used according to the manufacturer's recommendations procedures. Students in wheelchairs shall be fully assisted off the vehicle and placed on the sidewalk by the driver or assistant. **Students may not disembark from vehicle unattended.**

The District reserves the right to inspect or request written certification of any of the above mentioned items at any time during the contract term.

PERSONNEL REQUIREMENTS

All drivers must have and maintain a valid Arizona Driver's License. Where appropriate, drivers shall possess a valid Class B, CDL with Passenger Endorsement where required by law.

All drivers shall be in good health at all times while in service with the District. Drivers must meet DOT physical requirements and have a bi-annual physical.

The District requires that the Contractor periodically drug test its drivers. DOT procedures shall be used as the method for sampling.

All Contractors' hires shall be fingerprinted. Fingerprinting is conducted at the expense of the Contractor. Contractor must provide the process by which they track motor vehicle records.

Drivers shall wear at all times their company I.D. w/picture, driver's name and employee number clearly visible.

The District must be informed of any drivers with criminal convictions and reserves the right to reject the services of said drivers. Drivers with any child abuse/molestation convictions at misdemeanor or felony level must not be allowed to transport students.

Smoking shall not be allowed in Contractor's vehicles or on school property by the drivers. Contractor shall assure the District that drivers will use appropriate judgment with the use of tobacco materials when performing services to the District.

Cellular phones are not to be used while loading or unloading students.

Drivers shall receive a minimum of twenty (20) hours of combined classroom and behind the wheel initial training, to include, but not limited to, defensive driving, Arizona driving regulations and special handling of ambulatory and non-ambulatory passengers, to include empathy and sensitivity training. Continuing drivers shall receive a minimum of four (04) hours of training annually in transporting students with special needs. Proof of this training shall be made available upon request.

All drivers must have appropriate First Aid and CPR certification with a copy of each certification provided to the Amphitheater Transportation Department.

Drivers shall be well groomed and adhere to the standards set for the District's employees.

Drivers shall use appropriate judgments as are expected of the District's employees to include, but not limited to, confidentiality, sensitivity, performance and other applicable District procedures and regulations. **Drivers shall not offer food or drink to students.**

The District reserves the right to inspect or request verification of any of the above mentioned items at any time during the contract term.

Regular drivers shall be assigned to each Amphitheater route. If the assigned driver is absent, a regular sub driver shall be substituted.

Drivers shall be required to utilize attendance forms supplied by the District. These forms are to be completed daily and mailed weekly to the Amphitheater Transportation Department.

COST AND BILLING REQUIREMENTS

The Amphitheater Transportation Department has determined the average route is 25 miles. Routes may be less than or greater than this average. **NOTE: Contractor must provide the dispatch business address.**

COST PER MILE = \$ _____

Contractor payment is per route per mile driven. A route is defined as: the mileage charged to the District will begin at the first stop (pickup) and end at the last stop (drop off); between the first and last stop, multiple students and attendants may be picked up and dropped off.

NOTE: For incorrect invoice reconciliation (Contractor error), a \$25 per hour fee will be addressed.

ADDITIONAL REQUIREMENTS

The District reserve the right to determine the quality of work performed by the Contractors and/or their employees as set forth by our policy and procedure standards:

<http://lp.ctspublish.com/asba/public/lpext.dll?f=templates&fn=main-h.htm&2.0>

After proposal opening, and before services commence, the successful Contractor(s) and the Transportation Director, or designee will meet to discuss performance expectations and to establish mutually agreeable operating procedures.

The Amphitheater Transportation Department reserves the right to add or delete routes at any time during the contract period. The Amphitheater Transportation Department will provide the successful Contractor with the names of students and addresses from which they should be picked up and to which location they shall be transported.

Student transportation is time consuming and requires professionals who care a great deal for the students they transport. Many times service cancellation requests will be placed to the Contractor an hour or more before the pre-arranged pick-up time. This will result in a no invoice/charge to the District. A guideline will be made available to the successful Contractor(s) which will provide greater detail regarding operational issues that exist between the student, parent, Contractor, and the District. **NOTE: The District will provide Contractor notification of service cancellation a minimum of one hour prior to scheduled service. Service cancellations have been less than 4% of total service requirements for students.**

INSURANCE REQUIREMENTS

The successful Provider shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is \$2,000,000.00, (District shall be listed/named as additional insured). Evidence of Workers' Compensation coverage is also required from the successful Provider.

ADDITIONAL PRODUCTS OR SERVICES

The District reserves the right to add related products or services to the contract at any time during the contract period. The District will contact the successful Provider for prices prior to adding any products or services and may, at the District's sole option, accept the quoted prices or purchase elsewhere those products or services concerned.

PROPOSAL INFORMATION AND EVALUATION PROCESS

Each proposal must be submitted using this document and certification by an appropriate official of the Offeror's firm, must be complete and fully executed when submitted. **If the proposal is not properly signed, it will be considered non-responsive.**

Amphitheater Public Schools reserves the right to cancel the entire solicitation or increase, decrease or eliminate any item of the submitted proposal prior to the award or the issuing of purchase orders to the Provider. The District also reserves the right to reject any, any part of, or all proposals for any reason whatsoever, or to waive any irregularities or informalities in the proposals. Evaluation of Proposals will be determined by the evaluation criteria listed in order of importance below by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona. The evaluation criteria will be as stated below based on **100 total possible points**:

1. Contractor Vehicle Fleet (must be at least the year 2010 or newer) and Personnel Assigned to the District (must include resume) **(40 points)**

2. Demonstrated success in providing similar services as per the Scope of Services in this RFP **(30 points)**
3. Cost per mile (to include all ancillary charges/fees) **(25 points)**
4. Responsiveness of Proposal to Include: Completed All Required Forms, Provided Requested Information, and Provided an Electronic Copy of Proposal **(5 points)**

Amphitheater Public Schools reserves the right to award to multiple Contractors if deemed in the best interests of the District. Based on *R7-2-1042(1c)* of the *Arizona Administrative Code*, multiple awards are advantageous to the District to meet the requirements of all McKinney Vento and/or Special Needs students in the District. Contracts may be awarded to multiple Contractors based on an evaluation score of 85 points or higher. Contracts may be awarded for McKinney Vento Transportation Services or Special Needs Transportation Services or both.

DISCUSSIONS/PRESENTATIONS AND BEST AND FINAL OFFERS (BAFOs)

The District may conduct discussions/presentations with responsive Contractors that submit proposals to be determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The District may also negotiate modifications to the Contractor's proposal prior to final recommendation for award for the purpose of obtaining BAFOs. The BAFOs will be evaluated based on a consensus ranking of each BAFO from the Evaluation Team.

PROPOSAL CERTIFICATION

By submission of this proposal, the Offeror certifies that:

The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

The prices in this proposal 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.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their proposal before and up to the time for the proposal opening. However, no Offeror may withdraw their proposal for a period of 60 days after the date set for the opening of the proposals. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their proposal under the contract.

PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

After contract award, the proposals shall be open for public inspection except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data (i.e. technical designs/information and key employees' information) remain confidential. If the Offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. The District will make a written determination pursuant to *Arizona Administrative Code R7-2-1006(C)*.

CONTRACT AND TERM/RENEWAL OPTIONS

The awarded contract will be for fiscal year 22-23 beginning July 1, 2022 and ending June 30, 2023 with the option to renew for up to four (4) additional one (1) year fiscal year periods.

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (NOTE: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District

for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

PRICE ADJUSTMENT

The District may review a fully documented request for a price increase only after the contract has been in effect for the initial base year of the contract. 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 Contractor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Contractor may offer the District a price reduction at any time during the contract period.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the District.

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Provider/Contractor's Final Bid/Proposal Submission, Provider/Contractor Agreement/Executed Contract.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Provider 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the Provider under the awarded contract shall become the property of and be delivered to the District. The Provider 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.

WARRANTY INFORMATION

The awarded Contractor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Contractor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Contractor.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Provider's/Contractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Provider agrees by acceptance of this order that no employee of the Provider or a subcontractor of the Provider, 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 Provider 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 order at the District's discretion.

PROPOSAL PROTESTS

Any formal protest of a proposal must be filed in writing and submitted via US Mail or any courier service in a sealed envelope to Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award. NOTE: Protests must be filed according to R7-2-1142 and R7-2-1143 of the *Arizona Administrative Code*.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____

Please Print

SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE:

(Signature and Date)

Contractor/Offeror Fingerprint Language

If likelihood of unsupervised contact is unknown:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for Subcontractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR or its employee(s), or Subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or Subcontractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

If unsupervised contact is already determined as likely to occur:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for Subcontractors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or Subcontractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and Subcontractors employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

CONTRACTOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each Subcontractor who performs any work for CONTRACTOR under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of CONTRACTOR and any Subcontractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR shall ensure DISTRICT access to the books and records of CONTRACTOR and each Subcontractor under this contract.

CONTRACTOR shall advise each of its Subcontractors of the DISTRICT'S rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Amphitheater Unified School District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any breach of CONTRACTOR'S or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____