



March 2020  
RFP No. 22-1920  
SECTION I

## Spokane Public School

*excellence for everyone*

REQUEST FOR PROPOSALS (RFP) ON:  
**Supplemental Student Transportation Services**

RFPS ACCEPTED UNTIL:  
**2:00:00 P.M. PDT, Thursday, March 12, 2020**

DATE: March 2020

RFP NO.: 22-1920

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

### **STANDARD TERMS AND CONDITIONS**

**RFP COMPLETION:** RFPs must be completed insofar as possible on the enclosed RFP documents and must include an original signature by an authorized representative. Please complete and return (2) copies of the signed and sealed Response Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs received will be acknowledged at the time and date designated above.

**RFP PRICING:** Unless otherwise specified, fees shall remain firm for the duration of the contract. Prices provided shall include all costs associated with providing the required services. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

**RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Buyer.

**ADDENDA TO THE RFP:** All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

**ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful vendor shall enter into a contract with the District within **ten** days from the date of award approval from the District Board of Directors.

**TAXES:** The District is not exempt from retail sales tax.

**ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in a public RFP opening/acknowledgement meeting should contact Pam Tatosky, Buyer for Spokane Public Schools, by email ([pamt@spokaneschools.org](mailto:pamt@spokaneschools.org)), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

**TOBACCO/DRUG/WEAPON PROHIBITION:** District property is a tobacco free, drug free, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.

**SAVE HARMLESS:** Vendor shall protect, indemnify, and save Spokane Public Schools harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, employees, agents or subcontractors howsoever caused.

**AWARDS:** Successful vendor will be notified by Spokane Public Schools via email or purchase order following award approval by Spokane Public Schools Board of Directors.

**TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, Spokane Public Schools reserves the right to cancel and terminate this contract forthwith upon giving oral notice followed up in writing, or written notice to Vendor. Vendor shall be liable for damages suffered by Spokane Public Schools resulting from Vendor's breach of contract.

**DEBARMENT:** In providing Spokane Public Schools with products and/or services, Contractor certifies that they have not been suspended or are in any way excluded from Federal procurement actions by any Federal agency.

**QUESTIONS:** Questions regarding the solicitation or requests for additional information should be directed to the Purchasing Department by the date noted in the schedule below before solicitation closing by contacting Pam Tatosky at [pamt@spokaneschools.org](mailto:pamt@spokaneschools.org).

**DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to Spokane Public Schools all cost, expenses expended or incurred by Spokane Public Schools in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Spokane County.

Projected Timeline

Date	Time	Event
February 13, 2020		RFP Released
March 6, 2020		Last date for Questions
March 12, 2020		RFP due date
March 17, 2020		Evaluation of proposals completed
March 25, 2020		To School Board for approval

**SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES**  
**TERMS AND CONDITIONS**

A. **BACKGROUND**

The purpose of this Request for Proposal (RFP) is to secure supplemental student transportation services for areas that are not accessible to the bus company currently servicing our district. Award of this RFP will be made to establish provisions of transportation services as part of the State of Washington's requirement of the school district. The awarded provider(s) shall operate as independent contractors and shall provide the vehicles, drivers and dispatching necessary to execute the taxi service in accordance with the terms and conditions of this RFP.

B. **SERVICES:**

1. **Service Days / Hours:** School days and hours as required by Spokane Public Schools
2. **Trip Request and Response Times:** All rides shall be pre-arranged with the provider by phone, then must be followed up with an emailed copy of the request. In the event of transportation being needed that has not been pre-arranged, the provider will make every attempt to respond in a timely manner to the request.
3. **Dispatch, Accounting and Administration:** Contractor will provide necessary dispatch personnel and accounting staff to adequately service the agreed upon needs of Spokane Public Schools.
4. **Drivers and Equipment:** Provider agrees to use safe and clean equipment for this contract. Only drivers in good standing with the company and properly licensed by the City of Spokane Department of Licensing will provide services for district students. The providers will comply with applicable law, and all vehicles providing services shall meet any and all standards required by the State of Washington Department of Licensing and the City of Spokane Licensing Department. In addition, contractor agrees that all personnel provided to perform the services have cleared annual Washington State background checks together with an FBI fingerprint check and Washington Access to Criminal History (WATCH) background check. Any personnel who does not fully pass all background checks will not provide services to the School District.

C. **HEALTH AND SAFETY:**

1. **Tuberculosis Testing:** To the extent required under law, rule or regulation applicable to the provisions of service and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to Spokane Public Schools, Contractor will maintain a copy of said verifications.

2. Drug and Alcohol Testing: Contractor will only provide drivers who are enrolled in a drug and alcohol testing consortium that provides for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance, as well as when a driver is enrolled and removed from the consortium pool.
3. Car Seats, Vests and Booster Seats: As necessary and required by law to transport students, all car seats, vests and booster seats will be provided by the contractor. These items shall be in good operating condition with no defects that would cause them to be impaired or ineffective for their intended purpose. These items will be provided at no additional cost to Spokane Public Schools.

D. INVOICE AND PAYMENT PROCEDURES:

Compensation to the awarded Contractor shall be based on the actual meter rate for each trip unless other arrangements have been reached and provided in accordance with the terms, conditions and requirements of this RFP and will not exceed the applicable rates regulated by the City of Spokane in effect at the time of service unless other rates have been agreed to.

At the end of each month, Contractor will submit a statement along with the fully completed invoices specifying the total cost of the trips provided that month. The District will forward each monthly payment by regular mail to the Contractor within thirty (30) days receipt of the statement and invoices.

E. TERM OF RFP CONTRACT

The term of this RFP shall be effective from date of award continuously through the remainder of the 2019-2020 school year and continue through the 2020-2021 school year provided both parties agree. After this initial term, the contract may be extended for four additional optional one-year renewal periods. These renewal options may be exercised only through the 2024-2025 school year. Contract renewal will be at the option of either the district or the Contractor.

The contract resulting from this RFP may be amended only by written agreement of the parties. The contract may be terminated without cause by either party by giving written notice of such termination to the other party at least 30 days prior to termination date. Agreement may be terminated immediately for cause.

F. REQUIRED QUALIFICATIONS

1. 10-12 vehicles in good condition mechanically and inside riding area, legally licensed in the State of Washington (refer to Section II.B.4).

2. 10-12 drivers in good standing, legally licensed in the City of Spokane (refer to Section II.B.4) to transport students. Each driver must have a valid State of Washington driver's license.
3. Each driver must have successful completion of a background and fingerprint check for all drivers involved in student transportation (refer to Section II.B.4).

G. EVALUATION SELECTION

It is SPS' intent to partner with one or more Transportation provider as best meets the needs of SPS. Selection of contractor(s) will be made on the following criteria:

1. Pricing
2. Qualifications, background, and experience of contractor's personnel (especially drivers), including experience in driving children; drivers' experience in dealing effectively with conflicts; and knowledge of public schools' locations and bell schedules (See Attachments A and B)
3. References

H. EVALUATION RATING SCALE

- Pricing (35% consideration)
- Firm's historic service patterns and abilities (35% consideration)
- Reference Checks (30% consideration)

1. Pricing Evaluation (35 points)

Vendor		
ABC	\$42.50 flat fee/ride	35 Points – low bid
DEF	\$57.00 flat fee/ride	23.06 points
GHI	\$80.00 flat fee/ride	4.12 points

Evaluation Formula:

Low Bid receives all 35 points

Each bid after that receives a percentage based on the difference between low bid and vendor's bid. That percentage is then applied to the 35 points

Example:

Vendor DEF

$(\$57.00 - \$42.50) / \$42.50 = \text{reciprocal percent of } 34.12$

$100\% - 34.12\% = 65.88\%$

$35 \text{ points} \times .6588 = 23.06 \text{ Points awarded}$

2. Vendor Qualifying factors (35 points)

In the vendor qualifying factors, scoring will be based on experience and knowledge of the transportation needs of SPS. The answers provided on the questionnaire (Attachment D) will play a large roll in determining this score. These scores are objective and will be derived by the opinions of several scoring staff members.

The scoring will be as follows:

The highest total is 45 points

Vendor	Total	Points
ABC	35	35
DEF	25	24.85
GHI	15	15.05

Points scored / max points = %

35 x % = Points awarded

25 / 45 = 71.00%

35 x 71.00% = 34.65 Points

3. Reference Checks (30 points): A minimum of two, but up to three references (See Attachment C) will be evaluated on the answers received from the reference contacts furnished by the bidder that will include, but not be limited to, the following:

- a. Vendor's demonstrated experience
- b. Vendor reliability and customer service
- c. Vendor responsiveness related to last minute accommodations
- d. Experience and relationship with young children

Scoring will be based on a list of specific questions posed to each reference contact. **There will be a given score** of 1-10 (1 being the worse, 10 being the best) for each question posed. After the reference check is complete, all scores will be added together then divided by the total number of questions on the reference check. It is up to each vendor to provide reference contacts that will respond to Spokane Public Schools' reference request. **When a reference contact call is made but a voice message is left because the contact is unavailable, this contact person will have 3 business days to return the call. If they do not return the call in that time frame, the vendor will receive zero points from that reference, which will lower the vendor's overall reference score.**

J. SELECTION:

SPS reserves the right to reject any and all responses and waive informalities. Selection decisions will be made by SPS for those contractor(s) that best meet the needs of the district. Their decision is final.

K. PREPARATION OF THE RFP

- a. Examination of the Specifications: Vendors shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.
- b. Interpretation of Specifications: If a Vendor finds discrepancies in, or omissions from these specifications, or question their meaning, Vendor is requested to immediately notify Pam Tatosky, (509) 354-7127, within the Purchasing Department. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all vendors. It is the responsibility of each vendor to be aware of all addenda issued. The District will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received after March 5, 2020 cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from.

Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

Submission of RFPs: All RFPs shall be submitted by Opening date. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent. RFP responses must be submitted with (2) hard copy written responses delivered by Thursday, March 12, 2020 at 2:00:00 P.M. PDT to the District at:

Spokane Public Schools  
Attn: Purchasing – Pam Tatosky  
2815 East Garland  
Spokane, WA 99207

Modification of Solicitation: No oral modifications will be considered for any response submitted.

Withdrawal of Response: No Respondent may withdraw an RFP after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

**GENERAL TERMS AND CONDITIONS**

**A. LIQUIDATED DAMAGES**

Spokane Public Schools has an immediate requirement for the services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools RFP requirements.

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract service. The Vendor covenants and agrees that in the event suit is instituted by the district for any non-performance, breach or default on the part of the vendor, and the Vendor is adjudged by a court of competent jurisdiction, he shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

**B. FORCE MAJEURE**

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall notify district site (s) within 12 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Vendor shall have no recourse against Spokane Public Schools.

**C. CONFLICT OF INTEREST**

Spokane Public Schools officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the District.

D. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

- E. INDEMNIFICATION/HOLD HARMLESS/DUTY TO DEFEND. Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party (“Indemnitor”) agrees to defend, indemnify, and hold any other party (“Indemnitee”) harmless from and against any claim, demand, suit, or cause of action, (hereafter “claim”), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor’s officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee’s own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

F. INVOICE

Invoices for Spokane Public Schools shall be addressed and either mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201m or emailed to [accountspayable@spokanepublicschools.org](mailto:accountspayable@spokanepublicschools.org). Payment will be made following approval and acceptance by the site/department assigned budgetary (or their designee) within 30 days receipt of an acceptable invoice.

G. PUBLIC INFORMATION/CONFIDENTIALITY:

The District understands that Vendors may include within their proposal information that is deemed confidential in the opinion of the vendor. The Vendor must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Vendors must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.17.210 and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements. The District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption under the laws of the State of Washington.

H. INSURANCE

During the term of this Agreement, vendor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent vendors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

Vendor shall provide professional liability with limits in the amount of \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. Vendor will provide SPS with evidence of such coverage in their submittal packet and prior to providing for any services in SPS schools.

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Vendor to Spokane Public Schools. Vendor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention levels.

I. RETENTION OF RECORDS

The Vendor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Vendor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools, personnel duly authorized by Spokane Public Schools, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

J. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

K. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

L. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by Purchase Order by SPS.

M. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website:  
[www.spokaneschools.org/page/3023](http://www.spokaneschools.org/page/3023)

N. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Vendor.

O. RECORD CHECK / PROHIBITED EMPLOYMENT

The Contractor shall prohibit any Contractor employee or Contracted Drivers from having any contact with SPS students pursuant to this Agreement during the course of his or her employment or student teaching program participation, if such individual, to the Contractor's knowledge, has pled guilty to or been convicted of any of the following felony crimes: any felony crime involving the physical neglect of a child under chapter 9A.42 RCW; the physical injury or death of a child under chapters 9A.32 or 9A.36 RCW, except motor vehicle violations under chapter 46.61 RCW; sexual exploitation of a child under chapter 9.68A RCW; sexual offenses under chapter 9A.44 RCW where a minor is the victim; promoting prostitution of a minor under chapter 9A.88 RCW; the sale or purchase of a minor child under RCW 9A.64.030; or violation of laws of another jurisdiction that are similar to those specified herein. The Contractor shall also prohibit any Contractor employee or Contracted Drivers from having any contact with SPS students during the course of his or her employment or student teaching program participation if such individual had pled guilty to or been convicted of any of the following felony crimes or attempts, conspiracies, or solicitations to commit any of the following felony crimes: a felony violation of RCW 9A.88.010, indecent exposure; a felony violation of chapter 9A.42 RCW involving physical neglect; a felony violation of chapter 9A.32 RCW; a violation of RCW 9A.36.011, assault 1; 9A.36.021, assault 2; 9A.36.120, assault of a child 1; 9A.36.130, assault of a child 2; or any other felony violation of chapter 9A.36 RCW

involving physical injury except assault 3 where the victim is eighteen years of age or older; a sex offense as defined in RCW 9A.40.030; a violation of RCW 9A.40.020, kidnapping 1; or 9A.40.030, kidnapping 2; a violation of RCW 9A.64.030, child selling or child buying; a violation of RCW 9A.88.070, promoting prostitution 1; a violation of RCW 9A.56.200, robbery 1; or a violation of laws of another jurisdiction that are similar to those specified herein. The Contractor shall engage in due diligence to learn at the time of hire whether any of its employees or Contracted Drivers have pled guilty to or been convicted of any crime referenced in this. Any failure to comply with this Paragraph shall be grounds for immediate termination of this Agreement by SPS, notwithstanding any other provision in this Agreement.

**On a separate page, please submit your pricing proposal and examples of how the pricing per one-way trip is calculated. Please indicate if your firm uses a flat fee for these rides or if the pricing is based on meter charges. If only the meter charges apply, please explain how much per mile, minute or any other unit of measure is utilized. Pricing will become 35% of the determination of this RFP.**

I, the undersigned, hereby certify that I am a representative of the below named company, and am duly authorized to execute Contracts on behalf of the company. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal / questionnaire is complete and accurate to the best of my knowledge. I understand that if the District awards a Contract for transportation service to my company, it does so in reliance upon the information set forth and commitments made within this questionnaire.

RFP is subject to all requirements furnished with this RFP. By signing RFP document, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that services and pricing supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered \_\_\_\_\_ is hereby acknowledged.  
(fill in number of each addenda received)

RETURN RFP TO:  
Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_  
BY (Please Print): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS SIGNED FORM WITH THE RFP DOCUMENTS.  
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

**SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES  
ANTI-LOBBYING CERTIFICATION**

BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

---

(Signature)

---

(Printed Name)

---

(Title)

---

(Firm Name)

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**

**ATTACHMENT B  
BELL SCHEDULES**

School Level	Schedule Type	Start	End
High Schools	Zero Hour Schedule	7:00 AM	2:30 PM
	Standard Schedule	8:00 AM	2:30 PM
	Early Release Schedule Zero Hour Schedule	7:00 AM	1:15 PM
	Early Release Schedule Standard Schedule	8:00 AM	1:15 PM
Middle School	Standard Schedule	9:00 AM	3:30 PM
	Early Release Schedule	9:00 AM	2:15 PM
Elementary	Standard Schedule	8:30 AM	3:00 PM
	Early Release Schedule	8:30 AM	1:45 PM

**ATTACHMENT C  
REFERENCES**

Reference 1 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		
Reference 2 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		
Reference 3 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		

**SPOKANE PUBLIC SCHOOLS DISTRICT NO. 81**

**SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES QUESTIONNAIRE  
ATTACHMENT D**

To the Contractor:

The following questionnaire is a part of this RFP. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your Proposal. Any errors, omissions or misrepresentations of the information may be considered as a basis for the rejection of the Proposal and may be grounds for the cancellation of any Contract executed as a result of the RFP.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the questions they address.

If you have reason to believe that your company's policies or practices may change from those it currently uses, should your company be awarded this Contract, you must make explicit the policies and practices your company will follow as it provides transportation services to the District.

I. DESCRIPTION OF CONTACTOR'S ORGANIZATION

A. IDENTIFYING INFORMATION

1. Name, address, telephone number, fax number and email address of legal entity with whom the Contract would be written and all trade names/assumed names and the states wherein those trade names/assumed names are used and a list of all states in which the Contractor is qualified to do business and the nature of the business done in each state.
  
2. Name, address, telephone number, fax number, and email address of each of the Contractor's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.) and each owner of five percent (5%) or more of the equity interest in the Contractor; and if the Contractor is a subsidiary, each owner of five percent (5%) or more of the equity interest in the parent entity.
  
3. The type of entity under which the Contractor's business shall be operated and the state of legal residence of the entity (e.g., corporation, partnership, limited partnership, trust, sole proprietorship, etc.).

Type of Entity

State of Residence

4. Federal Employer ID and, if applicable, include State of Washington Registration Numbers, Industrial Insurance Registration and Unemployment Compensation Insurance numbers if the Contractor provides services in the State of Washington; otherwise, provide information for the state in which the Contractor provides the most contracted services. The District reserves the right to request additional information as needed.
5. If any party above named is, or was, an employee of Spokane Public Schools in the past twenty four (24) months, indicate his/her job title, and, if applicable, separation date.
6. If any owner or key employee of the Contractor is related by blood or marriage to any District employee or trustee, or has a close personal relationship to any District employee or trustee, indicate each key employee and District employee.
7. Provide the complete criminal conviction record, if any, of all parties named in A1 or A2 above.

B. NATURE OF OPERATIONS

1. Is your company currently engaged in providing home-to-school transportation services under a contract with a public school district?

\_\_\_\_\_ No                      \_\_\_\_\_ Yes                      If Yes, number of  
years \_\_\_\_\_

2. List State of Washington transportation permits (City and State) under which you currently operate if the Contractor provides services in the State of Washington; otherwise provide information for the state in which the Contractor provides the most services. The District reserves the right to request additional Contractor information as needed:

<u>State License Number</u>	<u>Description</u>
-----------------------------	--------------------

3. Are you currently, or have you ever, provided transportation services for special needs students?

\_\_\_\_\_ No                      \_\_\_\_\_ Yes                      If Yes, number of  
years \_\_\_\_\_

4. State the number of years you have engaged in public student transportation services:

In the State of Washington       \_\_\_\_\_ years

Outside the State of Washington       \_\_\_\_\_ years

Total Years of Experience       \_\_\_\_\_ years

5. For every public school district in the State of Washington to which your company currently provides, or has provided within the last three years ending 6/30/20, student transportation under contract, please provide name and location of the public school district and the name, phone number, fax number and e-mail address of contact person. Otherwise, provide the same information for the state in which the Contractor provides the most contracted services. It is up to each contractor to provide reference contacts that will respond to Spokane Public Schools' reference request. **When a reference contact call is made but a voice message is left because the contact is unavailable, this contact person will have three (3) business days to return the call. If they do not return the call in that time frame, the contractor will receive zero points from that reference, which may lower the contractor's overall reference score.**

The District reserves the right to request additional information as needed. Please provide the following data for each requested public school district:

- Name of your company's current or last terminal manager at the location and the manager's length of service at that location.
- Number of students transported.
- Beginning and ending dates of the contract term.

C. DRIVER PERSONNEL

1. State the number of drivers you have in your regular employment. \_\_\_\_\_
2. How and where does your company recruit new drivers?
3. Do you check driver applicant references? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Describe the records check and how they are used:
5. Do you do pre-employment drug and alcohol screening? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. For driver applicants, do you use any objective qualifications and driver testing procedures? If so, briefly describe the procedures, or provide samples of your testing material.

7. Are the Department of Motor Vehicles (DMV) driving records of all your applicant drivers evaluated during the selection process?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  8. How often are DMV records updated?
  9. What is the current rate of annual turnover among drivers your company employs?  
\_\_\_\_\_ %
  10. Describe the criteria used to transfer or terminate drivers:
  11. Describe what procedures you use for drug / alcohol screening on a continuing basis:
- D. What was the accident rates per 1000 rides operated by your company in Spokane for each of the three most recent years:
- E. Describe investigation procedures you use at the time of an accident.

F. INSURANCE DATA

1. If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

2. Furnish a statement, in writing from an insurance carrier, satisfactory to the District that such organization will issue the required insurances as set forth in the Contract.

3. Has the Contractor, or any associated drivers or employees been indicted, charged or convicted of a crime or been the subject of a grand jury or criminal investigation?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please explain:

G. OTHER RELEVANT INFORMATION (optional)

Please provide any other information or data which shows the experience and qualifications of your company, and/or which ensures that your company will provide consistent and high quality transportation services to the District.