

Notice of Request for Proposals

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

Date	April 16, 2026
Materials/Services Requested	Travel Agency Services
Due Date and Time	May 8, 2026 no later than 2:00pm (local time)
Opening Location and Time	https://sunnypathassoc.bonfirehub.com/opportunities Public opening of the electronic proposals will be held virtually immediately following deadline for receipt. Participants may use the following details to join: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/261616448029402?p=j7uTAXB2Tqy9dC6km9 Meeting ID: 261 616 448 029 402 Passcode: bf6SQ9t3

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed proposals for the materials or services specified, will be received by the Ganado Unified School District #20 ("District"), at the above specified location, until the date and time cited. Proposals received by the correct time and date shall be publicly recorded. All other information contained in the Proposals shall remain confidential until the award is made. **Physical, faxed or emailed proposals are not acceptable. Electronic submission is required.**

The contract period shall be for one (1) year with an option to renew for up to an additional four one-year periods.

One (1) electronic Proposal is requested. The District will not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal that is not properly submitted. Proposals in response to this solicitation shall be submitted electronically and received on or before the due date and time indicated above. Additional instructions are provided herein for preparing a proposal. Late proposals shall not be considered.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

All inquiries related to this solicitation shall be in writing and submitted via the "Opportunity Q&A" tab in the Bonfire portal, no later than 2:00 PM on April 30, 2026



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DOCUMENTS REFERENCED

The documents referenced within this solicitation are available at the following websites:

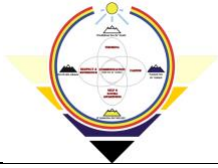
Arizona Revised Statutes (A.R.S.) - www.azleg.gov

Arizona School District Procurement Rules in the Arizona Administrative Code -
https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number)

www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations are available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>



Scope of Work

Ganado Unified School District #20

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Description: Travel Agency Services

1. Purpose

The purpose of this solicitation is to establish a contract with a qualified and experienced travel services provider to furnish comprehensive travel management services for the District. Services shall support official District travel, including but not limited to employee professional development, student travel, athletic events, and other District-sponsored activities.

2. General Requirements

The Contractor shall provide full-service travel management services in a professional, timely, and cost-effective manner. All services shall comply with applicable federal, state, and local laws, as well as District policies and procedures.

The Contractor shall act in the best interest of the District and provide unbiased recommendations that prioritize cost savings, safety, and efficiency.

3. Scope of Services

3.1 Travel Planning and Coordination

The Contractor shall:

- Research, recommend, and book airfare, lodging, ground transportation, and related travel services.
- Coordinate group travel arrangements, including student groups, athletic teams, and staff travel.
- Provide multiple travel options when requested, including cost comparisons and scheduling alternatives.
- Ensure all travel arrangements align with District travel policies and budget constraints.

3.2 Reservations and Ticketing

The Contractor shall:

- Secure reservations for air, hotel, and ground transportation.
- Issue tickets, confirmations, and itineraries in a timely manner.
- Monitor reservations for schedule changes, cancellations, or disruptions and notify the District promptly.
- Provide electronic itineraries and documentation to designated District personnel.

3.3 Customer Service and Support

The Contractor shall:

- Provide a dedicated account representative for District support.
- Maintain regular business hours support and offer 24/7 emergency travel assistance.
- Respond to service requests within 24 hours or less.
- Assist with resolving travel-related issues, including delays, cancellations, and rebooking.

3.4 Cost Management and Reporting

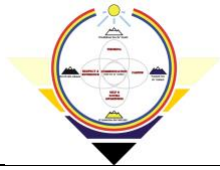
The Contractor shall:

- Utilize best efforts to obtain the lowest reasonable fares and rates available at the time of booking.
- Disclose all fees, commissions, and pricing structures.
- Provide detailed invoicing that itemizes all costs.
- Furnish periodic reports upon request, including travel expenditures, savings, and usage trends.

3.5 Compliance and Policy Adherence

The Contractor shall:

- Ensure all travel bookings comply with District policies and applicable procurement regulations.
- Maintain confidentiality of District travel data and employee/student information.
- Comply with applicable student safety and risk management considerations when arranging student travel.



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3.6 Changes, Cancellations, and Refunds

The Contractor shall:

- Assist with itinerary changes, cancellations, and rebookings as needed,
- Process refunds, credits, and unused tickets in a timely manner (if allowable by the airline).

3.7 Technology and Booking Tools (Optional but Preferred)

The Contractor may:

- Provide an online booking platform for District use.
- Ensure any online systems platform is user-friendly and accessible to authorized District staff.

4. Contractor Qualifications

The Contractor shall:

- Demonstrate experience providing travel services for public sector entities or organizations of similar size and complexity.
- Maintain all required licenses, certifications, and industry accreditations.
- Employ knowledgeable staff familiar with group and institutional travel.
- Have the financial and operational capacity to perform the required services.

5. Performance Standards

The Contractor shall meet the following minimum service levels:

- Timely response to inquiries and booking requests.
- Accurate and error-free reservations and documentation.
- Professional and courteous customer service.
- Proactive communication regarding travel disruptions.

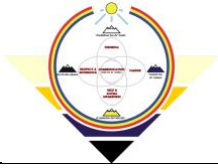
Failure to meet performance standards may result in corrective action or contract termination in accordance with the contract terms.

6. Invoicing and Payment

- The Contractor shall submit itemized invoices for services rendered.
- The District's standard payment terms are Net 30 days after receipt of a proper invoice and acceptance of services.
- The District shall not pay for unauthorized services.

7. Term of Contract

The contract term shall be as defined in the solicitation, with potential renewal options as permitted under applicable procurement rules.



Special Terms and Conditions

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1. Purpose

In accordance with A.R.S. §15-213, the purpose of this Request for Proposal (RFP) is to enter into a contract for Travel Agency Services for the Ganado Unified School District.

2. 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 District in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. Contract Type

Fixed Price

4. Term of Contract

This contract shall be for a term of one (1) year with an option to renew for four (4) additional years, not to exceed the maximum allowable five (5) year term. In accordance with A.A.C. R7-2-1042(A)(3)(b), the District intends to award a multi-term contract beginning immediately upon award.

This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

5. Non-Exclusive Contract

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

6. 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.

7. Price Adjustment

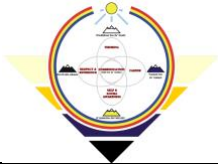
The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The District shall determine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

8. Contract Award

The district anticipates award to a single offeror, which is tentatively slated for approval at the June 2026 Governing Board meeting. This date may be changed if deemed advantageous by the School District.

9. Award Basis

In accordance with A.A.C. the successful Offeror will be determined by Evaluation Criteria outlined in the Special Instructions to Offerors, including but not limited to pricing, or other incentives offered. Award will not be made based on price alone.



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10. Key Personnel

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

11. Licenses

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

12. Authorization for Services

Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The District shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:

- the Purchase Order is changed or modified with an official Change Order; and/or
- an additional Purchase Order is issued for the purchase of services under this Contract.

13. Invoicing

All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to this Solicitation number.

14. Insurance

Contractor may be required to provide proof of and maintain coverages, with limits of liability not less than the following:

Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Ganado Unified School District #20 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

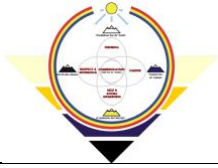
Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

Professional Liability (Errors and Omissions Liability)

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.



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15. Disentanglement

Upon any termination or expiration of the Contract, vendor shall perform a complete transition of services, data and all other pertinent operational information to a replacement vendor(s) designated by the District without causing any interruption of services, or any adverse impact on related services provided in conjunction with the Contract.

16. Relationship of the Parties

It is understood and agreed that the awarded firm is a separate legal entity from the District and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Ganado Unified School District #20. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

17. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Offeror understands information access may include sensitive, personal or confidential information and accepts responsibility for safeguarding this data as appropriate. Offeror understands this compliance is required under Federal Law and recognizes severe penalties shall occur with any violation. Conformance is required as part of the Offer.

18. Information Access and Data Security

Contractor shall establish and maintain procedures and controls for the purpose of maintaining data safety and integrity of the information accessed in its records or materials obtained by the District. The Contractor and its employees, agents and subcontractors shall comply with all policies and procedures of the District regarding data access, privacy, and security, including those prohibiting or restricting remote access to the District's systems and data. The Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible.

19. Lobbying

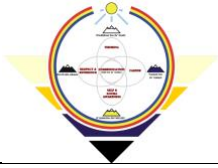
Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Governing Board. All inquiries must be directed through the Solicitation Contact.

Offeror warrants that it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Offeror's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to the District to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Offeror shall also include an equivalent no-lobbying provision in all Subcontracts.

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

20. Conflict of Interest

Pursuant to A.R.S. § 38-511, the District may cancel any resultant contract within three (3) years after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or



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creating the Contract on behalf of the District is or becomes at any time while the Contract or an extension of 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.

21. **Gratuities**

The District, by written notice, may terminate the Contract in whole or in part, if the school district determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the school district for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance.

The District will not accept any gifts, gratuities or advertising products from firms. The District has adopted a zero-tolerance policy concerning gifts.

22. **Collusion**

If the school district determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the school district who supervised or participated in the planning, recommending, selecting or contracting of the Contract, the District, by written notice, may terminate the Contract in whole or in part, if it appears that any person has not complied with A.R.S. § 15-213(O).



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1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. 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.
- D. 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.
- E. 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.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

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



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Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. §§ 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. I.R.S. W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and/or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim on this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of



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this Contract.

- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

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



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practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

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



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expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District's Contractual Remedies

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

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087(F) the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Personal Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning,



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recommending, selecting or contracting of the Contract, in accordance with A.R.S. 15-213(O) and A.A.C. R7-2-1087(G).

- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/ reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213, A.A.C. R7-2-1155 through R7-2-1181 and rules adopted thereunder.



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10. Gift Policy

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

11. Integrity of Proposal

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

12. Offshore Performance

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

13. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

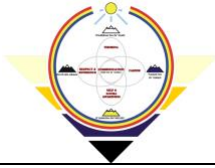
Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.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

14. Terrorism Country Divestments

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

15. Fingerprint Clearance Cards

Fingerprint clearance cards will not be required for this contract.



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16. Clarifications

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

17. Confidential/Proprietary Information

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

When submitting an offer containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

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

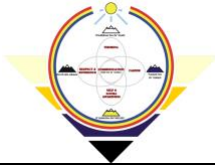
Public record: All Proposals submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification.

18. Israel Boycott Divestments

Per A.R.S. § 35-393, the School District may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

19. Federal Terms and Conditions (also known as EDGAR Certifications) – Not all Federal Clauses will apply to this RFP.

- A. Affordable Care Act. The 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”). The 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.



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- B. Buy American Provision. The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid for the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts)
- C. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
- D. Certification Regarding Lobbying. Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.
- E. Certificate of Independent Price Determination. The Offeror admits that all prices in this Offer 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 certification regarding non-collusion.
- F. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
- a) Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b) To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a



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copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 203250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Contract Work Hours and Safety Standards Act. The Offeror shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- J. Energy Policy and Conservation Act. The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)
- K. Equal Employment Opportunity. The Offeror shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- L. Record Keeping. The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
- M. Invoicing. The Offeror shall fully disclose all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from a supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.(Only applies to food/nutrition contracts)
- N. Termination Clause. The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)



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- O. E-Verify Requirement. The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- P. Description of Process for Enabling Vendors to Receive or Pick Up Orders Upon Contract Award. Once the District has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor, based upon the needs of the District. No volume is implied or guaranteed.
- Q. Solid Waste Disposal Act. The Offeror shall comply with Section 6002 of the Solid Waste Disposal Act and its implementing regulations. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- R. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, the District shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- S. Program Regulations. Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. (Only applies to food/nutrition contracts)
- T. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
- a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. Davis-Bacon Act – The Offeror shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- U. Contractor Violation or Breach of Contract. District reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract terms.
- V. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where District wishes to enter into a contract with a small business firm or nonprofit organization, Contractor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- W. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all



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contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Ban on Foreign Telecommunications. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



Uniform Instructions to Offerors

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1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Offeror 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.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal



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responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

- H. Persons with Disabilities. Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal shall 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 A.A.C. R7-2-1049.
- C. Evidence of Intent to be Bound. **The Offer and Acceptance form included within the Request for Proposal must be signed and submitted with the Offer.** The signature shall signify the Offeror's intent to be bound by the Proposal and the terms of the Request for Proposal. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the Proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Form.
- J. Identification of Taxes in Proposal. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.



Uniform Instructions to Offerors

Ganado Unified School District #20

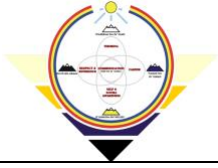
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of the 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.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Specifications/Scope of Work;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Offerors responding to the solicitation **must submit a Proposal electronically through the Bonfire e-procurement system**. Proposals shall be received before the due date and time stated in the solicitation and within the Bonfire system. Proposals submitted outside of the Bonfire system or those that are received after the due date and time shall be rejected.
- B. Electronic Submission. If determined by the District that electronic submission of Proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to A.A.C. 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 be provided on the Confidential/Proprietary Submittals page 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.



Uniform Instructions to Offerors

Ganado Unified School District #20

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- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 4. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement; and
 5. By submission of this Proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest Offeror.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).



Uniform Instructions to Offerors

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Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

- F. 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 Offeror shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a solicitation.

6. Award

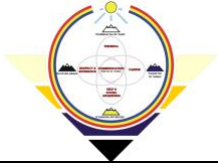
- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Proposal does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance will be contingent upon the approval of the Governing Board, if applicable.

7. Protests

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

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the District Representative.
- C. 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.
- D. In cases other than those covered in section C of this section, the interested party shall file the protest within ten (10) days after the School District makes the procurement file available for public inspection.



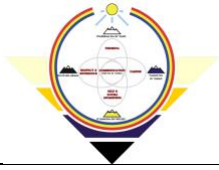
Uniform Instructions to Offerors

Ganado Unified School District #20

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Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

- E. 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 ten (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.



Special Instructions to Offerors

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Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the "Uniform Instructions to Offerors", the District Representative is Dr. Leandra Thomas, Superintendent.

2. Questions

All questions related to this Solicitation shall be in writing and directed to Bonfire in the Bonfire Portal. Respondents shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph number. All questions will be responded to as soon as possible.

3. Preparation of Proposals

- A. Electronic Documents: This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions, Respondents are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.
- B. Proposal Format: The Offer shall be submitted and formatted as outlined in the Proposal Submittal Requirements, page 30 of this RFP.

1. Contract Award

It is anticipated that a contract under this RFP will be awarded to a single offeror.

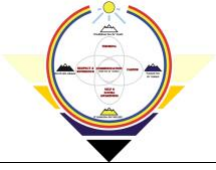
5. Multiple Award

The District reserves the right to make a multiple award to more than one Offeror. A single award may not be feasible for meeting all of the District's travel needs. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District. Offerors who provide an "All or Nothing" Offer will be deemed non-responsive.

6. Evaluation and Award Basis

During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Evaluation Committee Members or attempt to persuade or promote through other channels. Evaluation Committee Members will read, review and evaluate the Proposals based on the evaluation criteria.

A point formula system will be used to evaluate the Proposals. The District may request additional clarification to information received in the Proposal. Offerors may be asked to host a site visit and/or interview with the Evaluation Committee. They may also be asked to revise or modify their Proposals following the receipt of other information. However, Offerors are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final Offers.



Special Instructions to Offerors

Ganado Unified School District #20

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Solicitation No: RFP #01-2025-2026
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1. Cost – While cost is a significant factor in considering the placement of awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted. **(400 possible points)**
2. Qualifications of the Offeror to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications will include any additional best value services or expertise offered that exceed the requirements of the scope of work. **(350 possible points)**
3. Reference Letters **(150 possible points)**
4. Responsiveness of the proposal by demonstrating a clear understanding of the scope of work, and in meeting the exact submittal requirements of the RFP. **(100 possible points)**

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall consider partial offers for award of a contract under this RFP.

7. Evaluation Schedule

The following schedule is tentative.

RFP Release	April 16, 2026
RFP Due Date and Time	May 8, 2026 @ 2:00pm
RFP Evaluation	May 8 – May 15, 2026
RFP Best & Final (if necessary)	TBD
RFP Awarded	June 4, 2026
Notice of Award	After June 4 th award

8. Offeror Responsibility

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors and subcontractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public-school facility.

The successful Offeror must be prepared to provide an adequate workforce. It shall be the successful Offeror's responsibility to ensure continuation of service.

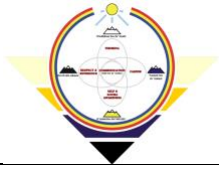
The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

9. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the Amendment Acknowledgement Form included with this solicitation and submitting through Bonfire.

10. Authority

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



Special Instructions to Offerors

Ganado Unified School District #20

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Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

11. Integrity of Offer

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 District, or per A.A.C. R7-2-1042(A.1.I) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

12. Deviations to Offer

Any deviation from the Request for Proposal or exceptions taken shall be fully described and noted on the included Conformance and Disclosure Form. Form must be signed by an authorized representative of the company. Such deviations/exceptions shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.



Proposal Submittal Requirements

Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

One (1) original of the Proposal is requested electronically. Documents must be uploaded using the Bonfire portal at: <https://sunnypathassoc.bonfirehub.com/opportunities>. Refer to Exhibit A, Electronic Submittal Instructions for additional information.

- The District will not assume responsibility for any costs related to the preparation or submission of the proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Each proposal should be submitted on the forms and in the format specified in the RFP.
- Proposal responses should provide straightforward, concise information that satisfies the requirements outlined herein. Emphasis should be placed on conformity to the specifications, and terms and conditions, as well as the completeness and clarity of the content. **Incomplete submissions may result in the rejection of the proposal.** For the proposal to be considered, the following information should be included:

1. Letter of Transmittal (3 pages maximum)

A brief letter that includes the following information:

- 1.1 The firm's understanding of the work to be performed. A statement indicating the full and complete understanding of the requirements detailed within the RFP and the ability to comply with all terms, requirements, and conditions of the resultant contract should be included. This letter shall be signed by an authorized company representative.
- 1.2 A positive commitment to perform the service within the time period specified.
- 1.3 The name(s) of persons authorized to represent the firm, their title(s), email address(es), and telephone number(s).

2. Qualifications and Experience of the Firm and Key Personnel

The following information should be included:

- 2.1 A description of the firm, including office staff size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office.
- 2.2 A written narrative of the Offeror's experience in performing comparable services.
- 2.3 A written narrative of expertise offered that would exceed the requirements of the solicitation.

3. Questionnaire (Attachment 2)

The Questionnaire is represented in Excel format. The Excel file shall be used for electronic upload of the requested information.

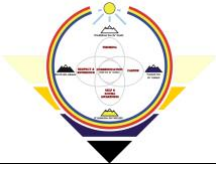
4. Cost Form (Attachment 3)

The Cost Form is represented in Excel format. The file shall be used for electronic upload of requested fees. Any additional fees or pricing not specifically requested on the cost form should be submitted as an attachment to item 2.3 above.

5. Required Forms

The required forms should be completed thoroughly and accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions accurately may result in rejection of a proposal.

- Signed Offer and Acceptance Form
- Non-Collusion Affidavit (does not require notarization of signature)
- Conformance and Disclosure Statements
- IRS W-9 Form
- EDGAR Certifications
- ALL Amendment(s), if applicable, signed and dated



Attachment 1 Offer and Acceptance Form

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

The Undersigned hereby submits an Offer 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.

Arizona Transaction (Sales) Privilege Tax No.: _____

For clarification of this Offer, contact

Federal Employer Identification No. _____

Name: _____

Tax Rate: _____ %

Phone: _____

Company Name _____



Email: _____

Authorized
Signature _____

Address _____

Printed
Name _____

City, State, Zip _____

Title _____

CERTIFICATION

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices and offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Offer, 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.

ACCEPTANCE

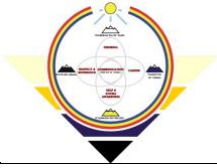
The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 01-2025-2026. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 20_____

Authorized Signature of School District Official



Attachment 2 Questionnaire

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

This form is represented electronically in Excel format and shall be used for upload into the Requested Information section within the Bonfire portal. This form includes Company Profile, Financial Stability, Management and Operations. Below is a visual representation of the form within Excel. **Failure to provide Attachment 2 electronically as requested in Bonfire shall result in rejection of the Proposal.**



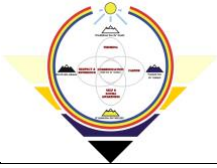
Attachment 2,
Questionnaire (Q-89)

COMPANY PROFILE

Company Structure

1.1.1	Legal Business Name	
1.1.2	Number of Years in Business	
1.1.3	DBA	
1.1.4	Federal Employer ID	
1.1.5	Principal Place of Business Address (Corporate Office)	
1.1.6	Local Office Address (if different than above)	
1.1.7	Website address	
1.1.8	Name of Authorized Contact for Proposal	
1.1.9	Authorized Contact Telephone	
1.1.10	Authorized Contact Email Address	
1.1.11	Type of Business (LLC, Corporation, Sole Proprietor, Other)	
1.1.12	Is the company incorporated in the State of Arizona?	
1.1.13	Does the firm use or have used in the past five years, any other business name, FEIN, or DBA other than provided herein? If yes, provide all related details.	
1.1.14	Is there any potential conflict of interest or relationship between the Offeror and any District employee, official or Governing Board member who functions or has responsibilities in the review, approval, undertaking or carrying out of the project or purchase? *If Yes, all relevant details must be included with the Conformance and Disclosure Attachment.	

Within the past five years, has the vendor, any principal, owner, officer, major stockholder, affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:



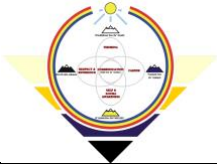
Attachment 2 Questionnaire

Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

1.2.1	A judgment or conviction for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	
1.2.2	A criminal investigation or indictment for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	
1.2.3	An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	
1.2.4	An investigation for a civil or criminal violation for any business-related conduct by any federal, state or local agency?	
1.2.5	A grant of immunity for any business-related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price- fixing, bid collusion or any crime related to truthfulness and/or business conduct?	
1.2.6	A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	
1.2.7	A federal, state or local government suspension or debarment from the contracting process?	
1.2.8	A federal, state or local government denial of lease or contract award for non-responsibility?	
1.2.9	An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	
1.2.10	A federal state or local determination of willful violation of any public works or labor law or regulation?	
1.2.11	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	
Financial Stability		
1.3.1	Has the Offeror filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors in the past ten (10) years? If yes, provide an explanation with all relevant details.	

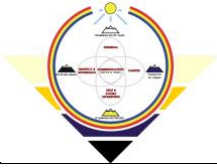


Attachment 2 Questionnaire

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

1.3.2	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? *If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	
Management & Operations		
1.4.1	Can the Firm provide a Certificate of Insurance (COI) with the required coverages, as outlined in the Special Terms and Conditions with the District listed as an Additional Insured?	
1.4.2	Does the firm perform clearances such as registered sex offender, fingerprint clearance and drug-free screening? Offeror must disclose if none of these employee operations are conducted.	
1.4.3	How many other clients do you provide similar services to in Apache County? List the customer names and location.	
1.4.4	A minimum of three (3) references are requested for work performed that is similar to this RFP Scope of Work. Include Name, Point of Contact with their phone and email address. It is preferred that references be school districts or public entities, such as counties, cities, towns or states.	
AFFIRMATION STATEMENT		
1.5.1	Authorized contact hereby states and certifies that the information given for this Questionnaire is true, accurate and complete. It is further acknowledged that the District will rely upon the information contained herein and within the overall response to determine responsiveness and responsibility of the Offeror for contract award. The District may, at its discretion, verify the truth and accuracy of all statements made herein by any means which it may choose.	



Attachment 3 Cost Form

Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

The Excel form attached herein represents Attachment 3, Cost Form_Travel Agency Services electronically in the Bonfire portal and shall be used for electronic upload of the costs associated with providing the specified services. Below is a visual representation of the Excel form. **Failure to provide Attachment 3 electronically as requested in Bonfire shall result in rejection of the Proposal.**



Attachment 3, Cost Form_Travel Agency

Status	Bid/NoBid Decision	#	Item	Quantity Required	Unit Price	Percent	Total Cost
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Airfare

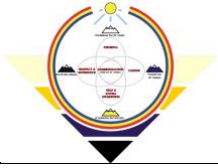
Not Bidding	No Bid	#1-1	9 Passengers or Less (Per Ticket Service Fee). Complete the "Unit Price" column. Type "Zero (0)" in the "Percent" column.	1			
Not Bidding	No Bid	#1-2	10+ Passengers (Group) (Per Ticket Service Fee). Complete the "Unit Price" column. Type "Zero (0)" in the "Percent" column.	1			

Hotels/Lodging (Complete Option A or Option B Only)

Not Bidding	No Bid	#2-1	Option A: 9 Rooms or Less (Per room Service Fee). Complete the "Unit Price" column. Type "Zero (0)" in the "Percent" column.	1			
Not Bidding	No Bid	#2-2	Option A: 10+ Rooms (Percent of Total Cost before taxes/fees (i.e., resort, parking, internet, incidentals, etc.). Type "Zero (0)" for the "Unit Price" column. Type a percentage for the "Percent" column.	1			
Not Bidding	No Bid	#2-3	Option B: Percent Markup on Rooms (Total Cost before taxes/fees (resort, parking, internet, incidentals, etc.). Type "Zero (0)" for the "Unit Price" column. Type a percentage for the "Percent" column.	1			

Shuttles/Transfers

Not Bidding	No Bid	#3-1	Flat Rate Fee Per Vehicle (One Way). Complete the "Unit Price" column. Type "Zero (0)" in the "Percent" column.	1			
Not Bidding	No Bid	#3-2	Flat Rate Fee Per Vehicle (Round Trip). Complete the "Unit Price" column. Type "Zero (0)" in the "Percent" column.	1			



Attachment 3 Cost Form

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

Motorcoach Bus

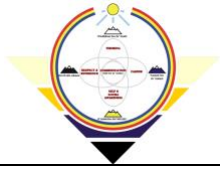
Not Bidding	No Bid	#4-1	Motorcoach Bus. (Percent of total cost before taxes/fees (i.e., fuel surcharges, driver meals, driver hotel room, parking, etc.)). Type "Zero (0)" for the "Unit Price" column. Type a percentage for the "Percent" column.	1			
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Entrance Tickets (Amusement Parks, Museums, Etc.)

Not Bidding	No Bid	#5-1	Entrance Tickets. (Percent of total cost before taxes/fees). Type "Zero (0)" for the "Unit Price" column. Type a percentage for the "Percent" column.	1			
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Group Dining

Not Bidding	No Bid	#6-1	Dining. (Percent of total cost before taxes and gratuity). Type "Zero (0)" for the "Unit Price" column. Type a percentage for the "Percent" column.	1			
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Attachment 4 Non-Collusion Affidavit

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

State of _____ County of _____

)
) ss.
)

_____, affiant,
(Print Name of Person Authorized to Sign Proposal)

the _____
(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and states:

That such 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 Offer, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror; and

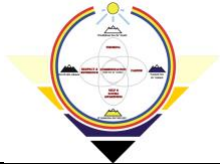
That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.A.C. R7-2-1042 (A)(1)(I) and A.R.S. § 15-213(O).



(Signature of Person Authorized to Sign Proposal)

(Title)

This form does not need to be notarized.



Attachment 5 Conformance and Disclosure Statements

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

1. **In accordance with A.A.C. R7-2-1006, Confidential/Proprietary Information:**

- My response does not contain confidential/proprietary or trade secret information. I understand that my entire response will become public record.

2. **In accordance with the Scope of Work, Instructions and Terms and Conditions:**

- Firm does not take any exceptions, deviations or modifications to any sections or information found within the RFP. (Note: If none are listed on or attached to this form, it is understood that no exceptions/deviations are taken.)

3. **In accordance with A.R.S. § 38-511, Conflict of Interest:**

- Firm does not have any Conflict(s) of Interest, as defined herein.

4. **In compliance with A.R.S. §35-393 et seq., regarding Israel Boycott Divestments, all firms must select one of the following:**

- The Company submitting this response does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393 et seq. I understand that my entire response will become public record.
- The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §35-393 et seq.
- Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

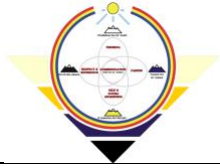
5. **In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:**

- The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
Forced labor of ethnic Uyghurs in the People's Republic of China;
Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

Exempt Contractor

Indicate which of the following statements applies to the Contractor (may be more than one):

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.



Attachment 5 Conformance and Disclosure Statements

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

NON-CONFORMANCE (additional details required):

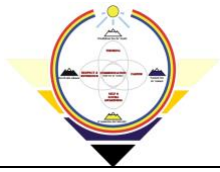
1. My response does contain confidential/proprietary or trade secret information because of the reasons(s) listed below and/or attached. Confidential information must be submitted within the Confidential section in Bonfire for review and consideration.
2. Firm requests the deviations, exceptions or modifications set forth below and/or attached. Firm must identify the area within the RFP, including section and page number, where any exceptions or deviations are taken.
3. The following Conflict(s) of Interest exist listed below and/or attached.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition. Any deviations, exceptions or modifications to the RFP may be considered non-responsive.

If the District agrees with the offeror's designation of confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.



Company Name	Authorized Representative Signature			
Address	Printed Name			
<table border="0" style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> </table>	City	State	Zip	Title
City	State	Zip		



Attachment 6 IRS W9 Form

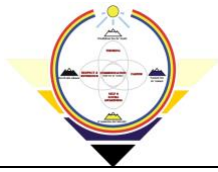
Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

The IRS W9 form is available online at:

www.irs.gov/pub/irs-pdf/fw9.pdf



Attachment 7 EDGAR Certifications

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

EDGAR CERTIFICATIONS

Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Ganado School District #20 (GSD, the District) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contractor Violation or Breach of Contract Terms. Contracts for more than the simplified acquisition threshold currently set, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when GSD expends federal funds, GSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

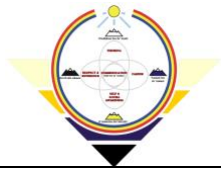
(B) Termination for Convenience. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when GSD expends federal funds, GSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. GSD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if GSD believes, in its sole discretion that it is in the best interest of GSD to do so. Vendor will be compensated for work performed and accepted and goods accepted by GSD as of the termination date if the contract is terminated for convenience of GSD. Any award under this procurement process is not exclusive and GSD reserves the right to purchase goods and services from other vendors when it is in GSD's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when GSD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a



Attachment 7 EDGAR Certifications

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when GSD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

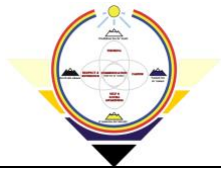
Pursuant to Federal Rule (E) above, when GSD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by GSD resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by GSD, Vendor certifies that during the term of an award for all contracts by GSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act and Federal Water Pollution Act. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by GSD, Vendor certifies that during the term of an award for all contracts by GSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in



Attachment 7 EDGAR Certifications

Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

Federal Rule (G) above.

(H) Debarment and Suspension. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by GSD, Vendor certifies that during the term of an award for all contracts by GSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

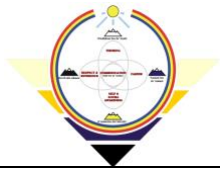
(I) Byrd Anti-Lobbying Amendment. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by GSD, Vendor certifies that during the term and after the awarded term of an award for all contracts by GSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials. When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered



Attachment 7 EDGAR Certifications

Ganado Unified School District #20

PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(K) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(L) Ban on Foreign Telecommunications. Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by GSD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When GSD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of GSD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.



Attachment 7 EDGAR Certifications

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

GSD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Federal: Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326 <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>


Vendor’s Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative:  _____

Date: _____



Exhibit A

Electronic Submission Instructions

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

Ganado School District #20 will utilize an online public portal known as Bonfire for electronic submission of competitive sealed Proposals for this project. Bonfire is an electronic portal for receiving, opening, and recording bids, proposals, and submittals digitally, available through a procurement consultant, Sunny Path Associates, assisting with the project. Offeror is fully responsible for reviewing the solicitation in its entirety and including all requested and applicable information. The District will not assume responsibility for any costs related to the preparation or submission of the Proposal.

1. Prepare proposal submission materials.

Requested Information	File Type	# Files	Required
1. Proposal Package <ul style="list-style-type: none"> • Letter of Transmittal • Qualifications and Experience of Firm and Key Personnel 	PDF	1	YES
2. Attachment 2, Questionnaire (Q-89BW) <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	YES
3. Attachment 3, Cost Form_Travel Agency Services (BT-58IX) <i>The Response Template for the Cost Form is provided in Excel format.</i>	EXCEL Bid Table	1	YES
4. Required Forms	PDF	Multiple	YES
5. Confidential Information	PDF	<i>Multiple</i>	<i>Optional</i>

- Note the format or type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files, as they will not be accessible.
- Text fields have a limit of 2000 characters.

2. Upload your proposal submission at <https://sunnypathassoc.bonfirehub.com/opportunities>.

- Proposals must be uploaded, submitted, and finalized prior to the Closing Time of:

MAY 8, 2026 @ 2:00 PM MST (LOCAL TIME)

- It is strongly recommended that sufficient time is allotted and at least ONE (1) day before Closing Time to begin the uploading process and to finalize.

3. Important Notes

- Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.
- An email confirmation receipt will be sent with a unique confirmation number once a submission is finalized.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.



Exhibit A Electronic Submission Instructions

Ganado Unified School District #20
PO Box 1757
Ganado, AZ 86505

Solicitation No: RFP #01-2025-2026
Description: Travel Agency Services

4. Technical Assistance

- A. Contact Bonfire at Support@GoBonfire.com.
- B. Visit the help forum at <https://bonfirehub.zendesk.com/hc>.
- C. Call by phone at 1.800.354.8010 Ext. 2.

(Note these hours are limited to 5:00 AM-5:00 PM local time due to Daylight Savings).

**Proposals must be uploaded electronically into the areas outlined using the Bonfire portal via:
<https://sunnypathassoc.bonfirehub.com/opportunities>.**