



## PURCHASING/WAREHOUSE DEPARTMENT

Katherine Mendoza

Purchasing/Warehouse Manager

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May 31, 2022

### Amphitheater Public Schools Request for Bid (RFB) 6272022 Bus Services

You are invited to bid on **RFB 6272022 Bus Services** for Amphitheater Public Schools (the District). Contractors responding to this solicitation must be licensed in the proper category to perform the specifications requested in this RFB. Sealed bids will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 **up to and before 2:00 P.M. local time on Thursday June 27, 2022**. Bids will be opened and the name of the Contractor and **pricing amount** will be publicly read aloud at that time.

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

This solicitation document may be obtained from the website: [www.azpurchasing.org](http://www.azpurchasing.org) Please contact Katherine Mendoza at [kmendoza@amphi.com](mailto:kmendoza@amphi.com) if you have any problem obtaining this solicitation. This request for bid/proposal document originated on the [www.AZPurchasing.org](http://www.AZPurchasing.org) website. If you obtain this document from any other source, such as a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform> as soon as possible. Open the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you make the proper designation when registering at [www.AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may be passed along for your completion.

The District is not responsible for bids received late. Any bids received after the scheduled closing time will not be reviewed.

Amphitheater Public Schools prefers that the Respondent include with their hard copy bid response a copy of their bid on either CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after bid award.) **A completed W-9, the appropriate license in good standing.**

**NOTE:** Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at [kmendoza@amphi.com](mailto:kmendoza@amphi.com) and submitted no later than end of day Thursday, June 9, 2022. An amendment with answers to all questions received by this date will be published on Wednesday, June 15, 2022 at the following website <http://www.AZPurchasing.org> and <http://www.amphi.com/Page/11059>. Contractor must acknowledge any amendments on page six of this solicitation.

#### GENERAL INFORMATION

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

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

The District is seeking a qualified Contractor to provide bus services on an as needed/as required basis at various locations throughout the District. Further information about the District is located at the District’s website: <https://www.amphi.com/>.

**SCOPE OF SERVICES and PRICING**

The District requires pricing for school busses and coach buses (with restrooms) to transport District students to and from events and attractions **within the State of Arizona**. Amphitheater Public Schools is responsible for Driver’s lodging and parking fees. Provide pricing including all associated fees as indicated below for either or both categories:

	<b>Destinations Within Pima County</b>	<b>Destinations Outside Pima County</b>
Price Per School Bus		
Minimum Time (if any)		
Each Additional Hour		
<b>OR Daily Rate</b>		
<b>OR Per Mile Rate</b>		
Extra Driver Daily Rate (out of town ONLY)		
Price Per Coach Bus (with Restroom)		
Minimum Time (if any)		
Each Additional Hour		
<b>OR Daily Rate</b>		
<b>OR Per Mile Rate</b>		
Extra Driver Daily Rate (out of town ONLY)		

### CANCELLATION OF TRIPS AND PENALTIES

Trip cancellations must be done in writing at a minimum of 48 hours prior to the scheduled trip and emailed to the District Manager on duty. If the cancellation is not received, the following penalties will be assessed:

- First time a cancellation is received without 48 hours' notice, the Contractor will credit the District \$ 150.00.
- Second time a cancellation is received without 48 hours' notice, the Contractor will credit the District \$300.00.
- Third time a cancellation is received without 48 hours' notice the Contractor will no longer have a contract with the District for Bus Services.

### BID INFORMATION

Each Bid must be submitted using this document and certification by an appropriate official of the Offeror's firm must be complete and fully executed when submitted. If the Bid is not properly signed, it will be considered non-responsive. **(NOTE: If the tax is included in the Pricing Amount, the bid may be considered non-responsive.)**

Amphitheater Public Schools reserves the right to cancel the solicitation or increase, decrease or eliminate any item of this solicitation prior to the award or the issuing of a purchase order to the Contractor. The District also reserves the right to reject any, any part of, or all bids for any reason whatsoever, or to waive any irregularities or informalities in the bids. Evaluation of bids will be determined by price comparison of bids received by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona.

Amphitheater Public Schools reserves the right to accept partial bids if in the best interests of the District.

### OFFEROR CERTIFICATION

By submission of this bid, the Offeror certifies that:

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

The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Offeror.

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

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

### PUBLIC INFORMATION

After contract award, the bids shall be open for public inspection except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting bids.

### ADDITIONAL PRODUCTS/SERVICES

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

### AWARD OF CONTRACT

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

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (Note: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

Amphitheater Public Schools reserves the right to award to multiple Vendors if deemed in the best interests of the District. If the District awards to multiple Vendors, the award will be per *Arizona Administrative Code R7-2-1024-B1d*.

Amphitheater Public Schools reserves the right to accept partial quotes if in the best interests of the District.

### Price Adjustments

The District may review a fully documented request for a price increase ONLY after the contract has been in effect for the initial base year of the contract. A price increase adjustment shall ONLY be considered at the time of a contract extension/renewal and shall be a factor in the extension review process. The Contractor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

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

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

### ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

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

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

### TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Contractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the awarded contract shall become the property of and be delivered to the 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 Arizona Administrative Code R7-2-1125 shall apply.

#### WARRANTY INFORMATION

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

#### REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Contractor agrees by acceptance of this order that no employee of the Contractor or a Sub-Contractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The Contractor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

#### APPLICABLE LAW AND INTERPRETATION

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

#### TERRORISM COUNTRY DIVESTMENTS

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

#### SUSPENSIONS/DEBARMENT CERTIFICATION

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

#### PROTESTS

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

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please Print

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACKNOWLEDGEMENT OF AMENDMENT ONE:

\_\_\_\_\_

(Signature and Date)

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**Contractor/Offeror Fingerprint Language**

**If likelihood of unsupervised contact is unknown:**

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

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

**If unsupervised contact is already determined as likely to occur:**

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

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

Offeror Signature and Date: \_\_\_\_\_

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

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**E-Verify Contract Language**

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

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

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

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

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

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

Offeror Signature and Date: \_\_\_\_\_

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

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NON-COLLUSION AFFIDAVIT

**(Prime Bidder)**

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

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

\_\_\_\_\_ being first duly sworn, disposes and says:

That They are \_\_\_\_\_  
**(a partner or officer of the firm of, etc.)**

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

the \_\_\_\_\_

**(owner)**

or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_  
**(Bidder, if bidder is an individual)**  
**(Partner, if bidder is a corporation)**  
**(Officer, if the bidder is a corporation)**

**END OF RFB 6272022**