

# PURCHASING/WAREHOUSE DEPARTMENT

Brenda Widugiris

Purchasing/Warehouse Manager

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January 30, 2020

## Amphitheater Public Schools Request for Proposal (RFP) 03-05-2020 Extended Learning and Child Care Services

You are invited to submit a proposal for Extended Learning and Child Care Services for Amphitheater Public Schools (the District). **Sealed proposals will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 up to and before 2:00 P.M. local time on Thursday, March 5, 2020.** Proposals will be opened and the name of the respondent publicly read aloud at that time.

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

Envelopes/packages containing the proposals must be sealed and addressed to Brenda Widugiris, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **“RFP 03-05-2020 Extended Learning and Child Care Services”**.

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

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

**NOTE:** Questions concerning this solicitation must be directed to Brenda Widugiris, Purchasing/Warehouse Manager in writing at [bwidugiris@amphi.com](mailto:bwidugiris@amphi.com) and submitted no later than end of day Friday, February 14, 2020. An amendment with answers to all questions received by this date will be published on Tuesday, February 18, 2020 at the following website <http://www.amphi.com/Page/11059>. Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page ten.

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).

## BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFP is to request proposals for extended learning and child care programs to include but not limited to supervised before and after school child care/play/learning programs, preschool programs, intersession classes, and summer school classes.

The link below provides a listing of all schools located in the District.

<https://www.amphi.com/domain/2326>

## SCOPE OF SERVICES

The following appendices are provided at the end of this solicitation document, and the attachment is provided as a separate document:

- *Appendix A* provides the current room usage and cost for fiscal year 2019/2020 by the current Contractor: Community Extension Programs.
- *Appendix B* provides the current electrical usage for each school/site in the District for the last 12 months as of 06/30/2019.
- *Appendix C* provides the link to the current Staff and Student Dress Codes for the District.
- *Appendix D* provides the school calendar for fiscal year 2020/2021.
- *Attachment A* provides a copy of the Agreement for Use for School District Property.

## SCOPE OF SERVICES/PROGRAM REQUIREMENTS

1. Programs may be offered at all District schools. Intersession and summer school programs may be regionalized to provide efficient use of space and expansion of opportunities for students.
2. All providers must be able to meet the Arizona Department of Health Services, Office of Child Care Licensure day licensing requirements for preschool and before and after child care services.
3. Preschool and before and after school child care services shall be held from at least 6:30 a.m. until 6:00 p.m.
4. In order to propose programs which would intend to award academic credit to students, the provider must hold appropriate accreditation and conform its academic programming to the Arizona College and Career Readiness Standards.
5. Courses for which school credit may be earned must be taught by individuals who hold valid Arizona teacher certification.
6. High school credit courses must also conform to applicable North Central Accreditation requirements.
7. Programs offered under this proposal will begin with summer school courses, (offered during the period between the first full week of June and conclude no later than the last full week of July) and continue for the regular school year. Courses offered shall be scheduled in consultation with the Principal of each school and the District's Facilities Department.
8. The provider shall supply all equipment and materials required for before and after school child care/play/learning programs, preschool programs, intersession classes, and summer school classes.

9. The provider will have in place emergency procedures for all programs offered.
10. Payment terms for rental fees and/or cost reimbursements to the District are Net 15 Days each Month. Thereafter, interest at the rate of twelve percent per annum (12% per year) shall apply.
11. The Provider shall prepare an annual report for the District Governing Board that includes enrollment numbers and programs utilized during each month.

#### PERSONNEL REQUIREMENTS

1. All employees of the Provider shall be fingerprinted. Fingerprinting is conducted at the expense of the Provider or its employees. To the extent permitted by law and known by Provider, the Provider shall notify the District of any employee of the Provider who has criminal convictions, including the name of the specific criminal conviction(s). The District reserves the right to refuse to allow the Provider to place any employee at a District facility. The Provider shall exclude any employee with any child abuse/neglect/molestation convictions of misdemeanor or felony level from working for the Provider.
2. Smoking will not be allowed on any District facility, in any District vehicle, or by the Provider's employees at any location where the Provider may hold program activities.
3. Employees shall be well groomed and adhere to the dress code standards set for the District's employees.
4. Employees of the Provider shall use appropriate judgement to include, but not be limited to, confidentiality, sensitivity, performance and other applicable District procedures and regulations.
5. The District reserves the right to inspect or request verification of any of the above mentioned items at any time during the contract period.

#### MAINTENANCE AND OPERATION OF FACILITIES

1. All facilities are public school facilities to be used for public school purposes as determined by the District. School related activities have priority over other uses of District facilities.
2. The Provider shall agree to the Statement of Indemnification located on page 14.
3. The Provider shall endeavor to schedule its planned uses of school facilities as far in advance as practicable.
4. The District will make facilities available for programs offered by the Provider. Keys needed for access to facilities required for program offerings will be provided to the Provider in accordance with the District policies related to building security, key control, and payment for loss. Provider is prohibited from re-keying or otherwise precluding District access to District facilities.
5. The District will take reasonable care to provide safe and comfortable facilities that conform to day care licensing standards, where required.
6. Except as otherwise provided herein, the Provider will be responsible for routine maintenance and utility costs of the designated facilities to ensure their safe and useful condition during regular operating hours. Provider's responsibility for maintenance includes, but is not limited to, cleaning, vacuuming, and other daily custodial requirements. In addition, Provider shall be responsible for painting of interior surfaces, which shall be pre-approved by the District. The Provider shall pay the District a flat utility fee of \$150.00 per month for each regular classroom utilized by the Provider. For stand-alone preschool structures, the Provider shall pay the District a flat utility fee of \$300.00 per month. For facilities where Provider utilizes the school gymnasium or multi-purpose room, the Provider shall pay a flat utility fee of \$300.00 per month,

unless the use of these facilities is only occasional, in which case the Provider shall pay a utility fee of \$5.85 per hour or \$29.25 for a five-hour day and \$46.80 for an eight-hour day.

7. The District is interested in receiving proposals that would compensate the District for use of its Premises beyond the reimbursement of the utility expenses described in paragraph six above. In no event, however, will the District consider or award a contract to a Provider who proposes terms that do not include full reimbursement of District costs arising from the provider's operation of programs at District facilities.
8. It is the responsibility of the Provider to supply staff and materials to maintain play areas as required meeting day care licensing standards such as but not limited to appropriating sand depth, woodchip depth, fencing, and playground surfaces.
9. If the Provider observes any safety hazards at the District's facilities, it shall notify the District immediately and follow-up with written notification.
10. The Provider shall be responsible for the replacement or repair of facilities and equipment that are damaged, lost, or stolen as a result of vandalism or lack of appropriate supervision during scheduled program activities.
11. The Provider may purchase and install equipment and fixtures in conjunction with its use of the designated facilities after receiving prior approval for the same. The nature of the installation shall determine whether such improvements may be removed by the Provider or whether they will remain as permanent fixtures appurtenant to District property. All costs of such purchases and installations shall be borne by the Provider unless otherwise agreed in writing between the Provider and the District. The District shall have the right to set standards for location, design safety and other aspects of such purchases and installations, and the Provider will adhere to such standards.
12. Any agreement for installation of equipment and fixtures shall specify the ownership status of such property subsequent to this installation. Where an agreement specifies equipment ownership by the Provider, the Provider shall be liable for any damage to the District caused by removal of such equipment. Where an agreement for purchase or installation does not specify ownership status, the District shall be deemed to have retained ownership. Fixtures or equipment installed in a permanent manner shall become the property of the District upon installation, unless the District elects otherwise and requests removal which shall be at Provider's expense. In the event that an agreement specifies that equipment or fixtures become the property of the District, it shall be deemed additional consideration for the Provider's use of the facilities.

#### COMPLIANCE WITH LAWS

1. The Provider shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this RFP.
2. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.
3. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5 issued by the Governor of the State of Arizona shall be followed.
4. *Americans with Disabilities Act.* The Provider shall operate all programs and services in compliance with all applicable provisions of the Americans with Disabilities Act (Public Law 10 1-3 3 6, 42 USC 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

5. This RFP is not intended, nor shall it be construed, to create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the District and any of the Provider's employees or between the Provider and any District employees.
6. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

#### INSURANCE REQUIREMENTS

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

#### ADDITIONAL PRODUCTS OR SERVICES

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

#### PROPOSAL INFORMATION AND EVALUATION PROCESS

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

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

1. Program Fees – the proposed rate for each program offered; ability to offer financial assistance and/or scholarships; summary of percentage of program fees that are typically covered under scholarships and how the scholarships are funded. **(40 points)**
2. Capacity/Experience – past experience in the provision of extended learning and child care programs for school age children; capacity and capability to carry out the scope of services in this RFP; past record of performance in public school settings; financial stability and solvency. Proposer must provide two years of profit and loss statements, as well as balance sheets, and include a narrative describing its financial and programmatic capacity to fulfill its proposal throughout the entire term of the awarded contract. (NOTE: Such information submitted by the Provider will remain confidential and be treated by the District as protected trade information under Arizona public records law.) **(35 points)**
3. Programs Offered – ability to offer a range of programs that meet the needs and interests of students from pre-school through high school; availability of programs that will provide academic assistance to students; ability to provide programs with appropriate supervision for students to allow for both quality learning opportunities as well as safety for students. **(20 points)**
4. Contractor Summary and Responsiveness of Proposal – Contractor must provide a brief history of the company that includes its philosophy of doing business and history of doing business with school districts (if any). Contractor must complete all required forms, provide requested information, and provide an electronic copy of proposal. **(5 points)**

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

#### DISCUSSIONS/PRESENTATIONS AND BEST AND FINAL OFFERS (BAFOs)

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

#### PROPOSAL CERTIFICATION

By submission of this proposal, the Offeror certifies that:

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

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

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

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

#### INFORMATION TO INCLUDE IN SUBMITTED PROPOSALS

Proposals must be submitted in the format indicated below. Proposals not submitted in this format will be considered non-responsive.

##### *Provider Information*

1. Provide a description of your company, including its mission, history, organizational structure, governance, and size.
2. Provide a copy of the most recent annual financial audit report or financial review report, incorporation papers, list of the Board of Directors, and current by-laws for your company.
3. Include all requested forms (signed) in this section.

##### *Staff Qualifications and Experience*

1. Provide resumes and statement of previous related experience of key personnel of your company.
2. Provide job descriptions for positions needed to staff program offerings (i.e. Preschool Provider, Activity Instructor, Day Care Worker).
3. List the type of training programs you require for your staff.

##### *Provider's Capability/Experience*

1. State your company's familiarity with public school operations.
2. Describe your company's experience during the past five (5) years in providing programs similar to those required by the Scope of Services/Program Requirements in this RFP.
3. Is your Company presently offering similar services for other organizations? If yes, how does your company propose to adequately staff programs for the District?
4. Describe the methods you use to communicate with parents of students enrolled in your programs.
5. Describe any differences in communication methods that relate to specific programs or age levels of students.
6. How do you promote and recruit participation in your programs? Include representative examples, if available.
7. Provide a copy of written procedures and policies for the programs you propose to offer.
8. What measures do you have in place to ensure quality programs and services?

*Program Description*

1. List all programs your company is prepared to offer. For each program, include a description of the services and experiences that will be offered for that program (i.e. instruction, supervision, recreation, food).
2. What student to staff ratios will be used? Identify by program type, where applicable.
3. What supplies, equipment, and furniture are needed for each of the programs? Indicate items that you need to have provided by the District, which items will be provided by your company, and which items the students are expected to supply?
4. Describe the goals and objectives of any programs in your proposal that are intended to provide additional academic assistance, such as tutoring, to students.
5. Describe the goals and objectives of any programs in your proposal that are intended as enrichment activities.
6. Provide a copy of the emergency procedures used for your programs.

*Program Fees*

1. What are your proposed rates for each program?
2. Do scholarship or reduced fee options exist? If yes, describe.
3. How are scholarships funded (i.e. program fees, grants, or federal funds)?
4. What percentage of program fees is typically covered through scholarships?

*References/Other Required Information*

1. Provide a minimum of three (3) references from users of programs similar to the ones described in this RFP. Disclose any leadership position or employment relationship any key personnel or member of the Board of Directors held in the Amphitheater School District in the last three (3) years.

2. Provide the names and positions of any current employee of the Amphitheater School District who was involved in the preparation of your response to this RFP.
3. Balance Sheets and Profit and Loss Statements for the last two fiscal years.

#### PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

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

#### CONTRACT AND CONTRACT TERM

**The awarded contract will be for fiscal year 2020-2021 beginning July 1, 2020 and ending June 30, 2021 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.)

#### ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

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

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

#### TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act. The Offeror certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

#### 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.

#### TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Provider shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Provider under the awarded contract shall become the property of and be delivered to the District. The Provider shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.



### WARRANTY INFORMATION

The awarded Vendor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Vendor 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 Vendor.

### APPLICABLE LAW AND INTERPRETATION

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

### REGISTERED SEX OFFENDER RESTRICTION

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

### PROPOSAL PROTESTS

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

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

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

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

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

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Please Print

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

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

ACKNOWLEDGEMENT OF AMENDMENT ONE:

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(Signature and Date)

**Contractor/Offeror Fingerprint Language**

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

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

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

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

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

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

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

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

**E-Verify Contract Language**

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

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

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

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

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

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

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

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

STATEMENT OF INDEMNIFICATION

*The Provider states that to the best of its knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.*

The Provider hereby agrees to indemnify, protect and hold harmless Amphitheater School District, its agents, servants, employees, Governing Board members, successors and assigns, hereinafter collectively referred to as the District, from and against any and all losses, damages, injuries, claims, demands, expenses, causes of action, suits and proceedings, regardless of the merits of the same, and from damages, liabilities, costs or expenses of every type, by or on behalf of any person or persons, firm or firms, organization or organizations, including legal expenses, of whatsoever nature, arising out of any work, use, act or omission whatsoever done by or on behalf of the Provider in or about the premises of any person or thing permitted in, on, or about the premises of the Provider, and will indemnify and hold harmless the District arising from any act or negligence of the Provider, or any of its agents, contractors, servants, employees, members, guests, invitees, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in connection with or about such claim or action or be brought against the District by reason of any such claim, the Provider upon notice from the District, covenants to resist or defend, at the Provider's expense, such action or proceeding by counsel reasonably satisfactory to the District. The Provider shall assume the settlement of, and the defense of, any suit or suits or other legal proceedings brought to enforce, all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgements entered in any such suit or suits or other legal proceedings. The provisions of this section shall survive termination of this agreement and the execution of any lease. The provider shall agree to indemnify and save harmless the District from any claim, damages, set-off, including costs and attorney's fees, or loss by reason of the Provider's use, or misuse, of the leased premises or by reason of any accident or damage to, or sustained by, any person or property happening on said premises, arising out of any work, use, act or omission whatsoever done by or on behalf of the Provider.

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

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

## APPENDIX A

CURRENT ROOM USAGE AND COST FOR FISCAL YEAR 2019/2020 BY THE CURRENT CONTRACTOR:  
COMMUNITY EXTENSION PROGRAMS

<b>COPPER CREEK</b>	<b>18</b>			<b>\$150.00</b>	<b>4</b>	<b>\$600.00</b>
	20					
	17					
	19					
CORONADO	400			\$150.00	1	\$150.00
DONALDSON	P3		(1 Full Portable)	\$150.00	2	\$300.00
	P4					
HARELSON	8			\$150.00	2	\$300.00
	103	(beginning Oct. 20th)		\$300.00	1	\$300.00
		Fun House				
HOLAWAY	1			\$150.00	1	\$150.00
		Cafeteria		\$300.00	1	\$300.00
MESA VERDE	P-31			\$150.00	2	\$300.00
	P-32					
PAINTED SKY	54			\$150.00	2	\$300.00
	1					
WALKER		Cafeteria		\$300.00	1	\$300.00
			ELC	\$300.00	1	\$300.00
WILSON	672			\$150.00	2	\$300.00
	S Foyer					
Classrooms	16	\$150.00	\$2,400.00			
MPR	3	\$300.00	\$900.00			
ELC	1	\$300.00	\$300.00			
<b>Monthly Charges:</b>			<b>\$3,600.00</b>			<b>\$3,600.00</b>

## APPENDIX B

## ELECTRICAL USAGE FOR EACH SCHOOL/SITE FOR THE PAST 12 MONTHS AS 06/30/2019

Site	Sqft	Cost per sqft		Total For Year
AHS	330908	\$ 1.31	kwh	3,807,050
			Cost	\$434,868.01
AMS	124977	\$ 2.37	kwh	1,732,960
			Cost	\$296,322.22
CDO	313697	\$ 1.47	kwh	3,669,448
			Cost	\$461,193.02
Copper Creek	106000	\$ 1.24	kwh	875,600
			Cost	\$131,538.70
Coronado	140313	\$ 1.33	kwh	1,309,820
			Cost	\$186,970.11
Cross	121372	\$ 1.64	kwh	1,373,408
			Cost	\$198,799.93
Donaldson	47410	\$ 1.88	kwh	572,544
			Cost	\$89,337.61
Harelson	57311	\$ 1.24	kwh	511,200
			Cost	\$70,892.08
Holaway	66009	\$ 1.36	kwh	603,040
			Cost	\$89,523.75
IRHS	272594	\$ 1.58	kwh	3,345,720
			Cost	\$431,641.48
Keeling	69748	\$ 1.77	kwh	806,633
			Cost	\$123,580.55
La Cima	106000	\$ 1.44	kwh	1,176,600
			Cost	\$152,524.51
Mesa Verde	49571	\$ 1.22	kwh	433,400
			Cost	\$60,478.82
Nash	68491	\$ 1.76	kwh	849,280
			Cost	\$120,447.60
Painted Sky	69935	\$ 1.76	kwh	834,840
			Cost	\$123,199.21

Prince	76671	\$	0.92	kwh	484,280
				Cost	\$70,614.63
Rillito Center	42570	\$	1.16	kwh	328,720
				Cost	\$49,549.19
Rio Vista	79440	\$	1.55	kwh	823,840
				Cost	\$123,521.00
Walker	82451	\$	1.17	kwh	701,886
				Cost	\$96,399.29
Wilson	200423	\$	1.40	kwh	2,155,200
				Cost	\$280,276.79
Administration	43281	\$	2.21	kwh	675,560
				Cost	\$95,662.90
New Facilities	46644	\$	0.90	kwh	298,500
				Cost	\$41,776.30
El Hogar	5929	\$	2.38	kwh	91,920
				Cost	\$14,135.62
Holaway Pre-Sch				kwh	35,920
				Cost	\$5,658.76
Land Lab				kwh	90,720
				Cost	\$13,689.35
Rillito Well Site				kwh	45,485
				Cost	\$7,134.63
Food Service	12296	\$	2.14	kwh	174,240
				Cost	\$26,271.80
Bus Barn				kwh	140,928
				Cost	\$21,411.09
Warehouse	14460	\$	1.72	kwh	163,280
				Cost	\$24,882.15

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APPENDIX C  
CURRENT STAFF AND STUDENT DRESS CODE

The following link provides the current Amphitheater Public Schools link for staff and student dress codes:

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

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APPENDIX D  
SCHOOL CALENDAR FOR FISCAL YEAR 2020/2021

The following link provides the current Amphitheater Public Schools link for District calendars:

<https://www.amphi.com/Domain/1054>

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