

PURCHASING/WAREHOUSE DEPARTMENT

Brenda Widugiris

Purchasing/Warehouse Manager

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August 23, 2019

Amphitheater Public Schools Request for Proposal (RFP) 09-19-2019 Site Based Marine Educational Trips

You are invited to submit a proposal for Site Based Marine Educational Trips 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, September 19, 2019.** 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 09-19-2019 Site Based Marine Educational Trips”**.

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 and submitted no later than end of day Tuesday, September 3, 2019. An amendment with answers to all questions received by this date will be published on Thursday, September 5, 2019 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 six.

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

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

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFP is to enter into a contract with a qualified Vendor(s) to provide site based marine educational trips.

SCOPE OF SERVICES

The District requires the services of a Vendor(s) that can provide teaching and learning opportunities that focus on marine biology and ecology in a marine environment. Trips must include but are not limited to travel, lodging, meals, professional instruction, and laboratory work. Catalina Island has been identified as an appropriate venue for this type of marine environment. However, other venues may be considered by the District if deemed in the best interests of the District.

After award of contract, Principals of each school or the designated trip coordinator may contact the awarded Vendor(s) to obtain required itinerary at a cost comparable to the funding available at the time of request.

DISTRICT REQUIREMENTS FOR SUBMITTED PROPOSAL

- Educational experience to include the educational curriculum/programs offered, sample itineraries, listing of equipment/supplies provided, and any other relevant information.
- Instructor Qualifications to include resumes of each instructor involved in program offered.
- Type of lodging to include room accommodations, how many students per room, and any other relevant information.
- Meal service offered including sample menus.
- Information on travel companies used for reservations (if any).
- Company brochure and/or website.
- Sample of parental consent form.
- Three (3) references, preferably from K-12 schools to include: school/institute name, date and type of trip, contact name, contact phone number, and contact e-mail address.
- Cost per student per day for a trip.
- Cancellation policy.
- Inclement weather policy.
- Consumer protection plan to cover pre-paid expenses.
- Information on safety and security to include staff background check/fingerprint clearance certification, name and location of nearest medical facility used in case of illness/emergencies.
- Bus/ferry company that will be used for trips including a safety record printout for the last five years.

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. Cost Per Student Per Day Per Trip **(40 points)**
2. Qualifications/Services Offered to Include: Curriculum Offered, Instructor Qualifications, Lodging/Meal Services/Amenities, and Security/Safety Requirements **(30 points)**
3. Customer References: Three (03) references from clients with a similar scope of services as stated in this RFP. **(20 points)**
4. Vendor Summary and Responsiveness of Proposal: Vendor 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). Vendor must complete all required forms, provide requested information, and provide an electronic copy of proposal. **(10 points)**

Amphitheater Public Schools reserves the right to award to multiple Vendors if deemed in the best interests of the District. Based on *R7-2-1042(1c)* of the *Arizona Administrative Code*, multiple awards are advantageous to the District to meet the requirements of all schools in the District. Contracts may be awarded to multiple vendors based on an evaluation score of 85 points or higher.

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.

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 the remainder of fiscal year 2019-2020 and ending June 30, 2020 with the option to renew for up to four (4) additional one (1) year fiscal year periods.

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

PRICE ADJUSTMENT

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

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

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

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

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

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

TERRORISM COUNTRY DIVESTMENTS

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

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OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____
Please Print

SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE:

(Signature and Date)

Contractor/Offeror Fingerprint Language

If likelihood of unsupervised contact is unknown:

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

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

If unsupervised contact is already determined as likely to occur:

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

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

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

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

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

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

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

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

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

Offeror Signature and Date: _____

Company Name: _____