



## PURCHASING DEPARTMENT/WAREHOUSE

Katherine Mendoza

Purchasing /Warehouse Manager

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(520) 696-3713 • [kmendoza@amphi.com](mailto:kmendoza@amphi.com)

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May 31, 2022

### Amphitheater Public Schools Request for Proposals (RFP) 6272022 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 10:00 A.M. local time on Thursday of June 27, 2022.** Proposals will be opened and the name of the Offeror will be publicly read aloud.

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

This solicitation document must 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 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 as a bidder at [www.AZPurchasing.org](http://www.AZPurchasing.org). Failure to adhere to this recommendation to register at [www.azpurchasing.org](http://www.azpurchasing.org) could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may not be available to you for your completion.

Envelopes/packages containing the proposals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **"RFP 6272022. Site Based Marine Educational Trips. Proposals must be submitted during receiving hours, Monday through Friday, 7 am to 3:30 pm, excluding holidays."**

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Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center • Amphi Academy Online

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and Title IX Coordinator, (520) 696-5164, [drucker@amphi.com](mailto:drucker@amphi.com), or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, [kmcgraw@amphi.com](mailto:kmcgraw@amphi.com).

Page 2 – RFP Site Based Marine Educational Trips  
Due June 27, 2022 – 10:00 AM Local Time

Sealed proposals shall contain one (1) hard copy labeled “ORIGINAL” and **three (3) hard copies** labeled “COPY1, COPY2, COPY3.” Also, included in the envelope shall be a completed W-9 form and an electronic copy of your proposal submittal on a USB/flash drive. Failure to include the proposal copy on a USB/flash drive or other required materials may result in your proposal being determined non-responsive. The District will not assume responsibility for any costs related to the preparation or submission of the bid.

The District is not responsible for misdirected proposals delivered or received late. Any proposals received after the scheduled closing time will not be opened at the public opening.

(Note: This is to comply with any public records requests that the District may receive after bid award.)

**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 on Thursday, June 9, 2022. If necessary, an amendment will answer all questions received by this date will be published on Wednesday, June 15, 2022 at [www.azpurchasing.org](http://www.azpurchasing.org). Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page 10 Offeror Information page.

#### DOCUMENTS REFERENCED

You may access a copy of the documents referenced within this Proposal at the following website:  
AZPurchasing.org at: <http://www.azpurchasing.org/index.asp>

Arizona Revised Statutes (A.R.S.) are available at: <https://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:  
[https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf)

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

#### GENERAL INFORMATION

The District is seeking a Site Based Marine Educational Trips that is qualified and responsible form to provide this service at the Amphitheater USD sites. Further information about the District is located at the District’s website:  
<https://www.amphi.com>.

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## SCOPE OF WORK

The District requires the service of a Vendor(s) that can provide teaching and learning opportunities that focus on marine biology and ecology in a marine environment. Tripe must include but 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 of 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 or 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 email address.**
- **Cost per student trip per day for a trip.**
- **Cancellation policy.**
- **Inclement weather policy.**
- **Consumer protection plan to cover per-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.**

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## 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 and/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.

## EVALUATION AND AWARD

The District intends to contract with the qualified firm(s) and/or individuals(s) whose bid are deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those bids determined to best meet all of the requirements of the Request for Proposal will be given consideration.

Evaluation of bids will be by a committee comprised of District personnel. The Evaluation Committee will evaluate, score and rank the responses utilizing the Criteria listed below; based on **100 total possible points**. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

## **EVALUATION CRITERIA**

**Criteria are listed below, in relative order of importance:**

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 (3) references from clients with a similar scope of service 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 it's 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)**

Responsiveness to this Request for Proposal and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District, and the District's decision shall be final.

It is the intention of the District to award a multi-term contract, beginning July 1, 2022, or sooner depending upon the selected contractor's ability to start performing the services. However, no contract exists unless and until a purchase order is issued

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each fiscal year. The proposals will be initially evaluated for conforming to the requirements of the RFP, and then listed according to price.

Pursuant to R7-2-1047-1049, the District reserves the right to conduct interviews with responsible offerors for the purpose of clarification and to request best and final offers before a contract is awarded. If discussions are conducted, the school district shall issue a written request for best and final offers.

The request shall set forth the date, time and place for the submission of best and final offers. This Request for Proposal is Issued in accordance with the requirements of the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195). Any contract awarded as a result of this Request for Proposal shall be governed by said rules.

The District reserves the right to accept or reject any bid, or any part thereof, unless specified otherwise, and to waive any minor informalities in any proposal deemed by the District to be in the best interest of the District.

The successful offeror(s) shall be prepared to enter into a contract with the District within ten (10) days after notice of intent to award.

The successful offeror shall be responsible for all permits, fees, or charges necessary and incidental to the lawful conduct of its business. The successful offeror shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.

Amphitheater Public Schools reserves the right to award to multiple Vendor if deemed in the best interests of the District. Based on *R7-2-1042(1c) of Arizona Administrative Code*, multiple awards are advantageous to the District to meet 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 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 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 ranking of each BAFO from the Evaluation Team.

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### 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 90 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 fiscal year 2022-2023 starting July 1, 2022 and ending June 30, 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.)

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### 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 Vendor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Vendor 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.

### PERSONAL CONDUCT AND EXPECTATIONS

The Contractor shall remember that school may be in session and the School Administration staff will be conducting regular business during the installation period and proper behavior by all personnel is required. This shall include but not be limited to the following:

1. The District campuses maintain a “No Tobacco” policy. This includes all tobacco product types including e-cigarettes.
2. Inappropriate language is not tolerated at any time.
3. Staring at students or staff is considered inappropriate and shall be avoided. The District adheres to the “Two Second Rule” which means, no Contractors will look at (stare at) a student or staff member for more than two seconds.
4. Use of any facilities including toilets, break areas, phones, computers, copiers/printers, offices, etc. are not allowed at any time.
5. Contractor is responsible for protection of all furniture and equipment in occupied campus areas.
6. Any furniture that is moved or altered to perform work is to be replaced at the end of the daily work shift to its original position and condition.

Amphitheater Public Schools maintains a “zero tolerance policy” on these points of emphasis and any breach of this policy shall be grounds for removing the party from the project at the sole discretion of the District Staff.

### 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.

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### 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.

### 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.

### GIFT POLICY

The District will not accept personal gifts, gratuities or benefits from Bidders. The District may request samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Agent. (A.R.S. § 15-213(O) and GB Policy DJ)

### 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.

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### 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*.

### FEDERAL AND STATE REQUIREMENTS

Compliance with Federal and State Requirements – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, worker' compensation laws, minimum and maximum salary and wage statues and regulations, prompt payment and licensing laws and regulations.

If applicable, vendor shall comply, when working on any federally assisted projects with the following:

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),
- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
- 10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").
- 11) 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),
- 12) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

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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 (if applicable):

\_\_\_\_\_

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT TWO (if applicable):

\_\_\_\_\_

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT THREE (if applicable):

\_\_\_\_\_

(Signature and Date)

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  
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**Contractor/Offendor Fingerprint Requirement**

**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: \_\_\_\_\_

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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 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: \_\_\_\_\_

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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)

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

**END of RFP 6272022**

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