



**Invitation to Bid # 597  
Travel Agent for Kenya Safari Trip**

**Bid Response Due:**

**Tuesday, November 17, 2009 @ 2:30:00 MST**

**Late bids will not be accepted**

Procurement and Contract Management Services Department  
Yavapai Community College District  
1100 E. Sheldon  
Prescott, AZ 86301  
Building 7, Room 107

Ph. 928-776-2190

Fax 928-776-2193

[denise.finn@yc.edu](mailto:denise.finn@yc.edu)

## **Table of Contents**

|                                  |           |
|----------------------------------|-----------|
| <b>Acknowledgment of Receipt</b> | <b>3</b>  |
| <b>General Information</b>       | <b>4</b>  |
| <b>Instructions to Bidders</b>   | <b>5</b>  |
| <b>IFB Questions</b>             | <b>6</b>  |
| <b>Bid Submission</b>            | <b>7</b>  |
| <b>IFB-Terms and Conditions</b>  | <b>13</b> |
| <b>Itinerary</b>                 | <b>14</b> |

## **IFB Schedule**

|  |                 |
|--|-----------------|
| <b>Release IFB</b>   | <b>11/09/09</b> |
| <b>Final date for questions</b>                                      | <b>11/12/09</b> |
| <b>IFB due date (2:30:00 p.m. Purchasing &amp; Contracting Dept)</b> | <b>11/17/09</b> |
| <b>Planned contract awarded</b>                                      | <b>11/19/09</b> |



Your community. Your college.

*Acknowledgement of Receipt*

Description: Travel Agent for Kenya Safari

IFB #: 597

Due Date: 11/17/2009 @ 2:30:00 PST

Please complete as acknowledgment that you have received the Invitation for Bid noted above. If your company is interested in participating, it is **necessary** that this sheet be completed and returned to Yavapai College Procurement and Contract Management Services Department via e-mail to [denise.finn@yc.edu](mailto:denise.finn@yc.edu) or fax to 928-776-2193. By doing this, bidders will be provided notification of any addendums to the IFB.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Fax #: ( ) \_\_\_\_\_ Tel. #: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Do you accept credit cards?

## **General**

### **Introduction**

Yavapai Community College District (the College) is seeking a travel agent for a group Kenya Safari trip for eight to twelve passengers with one free on the attached itinerary.

### **Demographics**

The mission of Yavapai Community College District is to provide affordable, high quality learning opportunities to all people living within the county's 8,000 square mile service area. Founded in 1967, the College currently enrolls over 14,800 students in credit and non-credit classes at numerous sites throughout Yavapai County.

Our campus locations are:

Prescott Campus  
1100 E. Sheldon Street  
Prescott, AZ 86301

Verde Valley Campus  
601 Black Hills Drive  
Clarkdale, AZ 86324

Prescott Valley Center  
6955 Panther Path  
Prescott Valley, AZ 86314

Sedona Center for Arts & Technology  
4215 Arts Village Drive  
Sedona, AZ 86336

Chino Valley Agribusiness Center  
2275 Old Manor Way  
PO Box 4048  
Chino Valley, AZ 86323

C-Tech Center  
220 Ruger Road  
Prescott, AZ 86301

## **Instructions to Bidders**

**Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation for Bid document immediately upon its receipt, to seek clarification of any item or requirement that may not be clear, and to check their bid response for completeness and accuracy before submitting a bid. Failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Invitation for Bid that are apparent before the bid opening date are to be filed with the Procurement Officer of record prior to the scheduled closing date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The College will not reimburse the cost of developing, presenting or providing any bid response to this Invitation for Bid.

**Compliance with the College's Solicitation & Forms:** Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the Procurement Officer. No member of a College department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation for Bid and/or subsequent contract without the Procurement and Contract Management Services first reviewing the document for compliance with the College's solicitation and stamping/initially the document as being in compliance.

**Withdrawal of Bid:** At any time **before** the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.

**Bid Addendum(s):** Only those vendors that have returned the Acknowledgment of Receipt will receive addendums

**Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected.

**Compliance with Bid Solicitation Requirements and Award of Contract:** The College expressly reserves the right to waive any immaterial defect or informality; or reject any or all bids, or portions thereof; or reissue this Invitation for Bid. The College recognizes that price is only one of several criteria that may be used in accepting an offer and is not legally bound to accept the lowest price.

A bid response is an offer to contract with The College based on the terms, conditions and specifications contained in this Invitation for Bid. A bidder does not become a contractor unless they receive a formal contract award from the Procurement and Contract Management Services Department. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation for Bid will cause the bid response to be considered as non-responsive.

**Taxes:** Unless specifically requested in this Invitation for Bid, do not include any Sales Tax, Use Tax or Federal Excise Tax in your bid pricing. The College is exempt from payment of Federal Excise Tax.

**Bid Results:** Bid results may be obtained by sending the representative of the Procurement and

Contract Management Services Department a written or e-mail request for the bid results. Bid results and files will not be open for review until after a formal award has been made by the College. After award of bid, an appointment may be made with the Procurement and Contract Management Services Department and the bid documents may be reviewed with the Procurement Officer (identified on the cover page of this Invitation for Bid).

**Request for Taxpayer I.D. Number & Certification, IRS W-9 Form:** Requests will be made at the time of award.

**Payment:** The College pays vendors promptly upon receipt of documentation of receipt of acceptable products, materials and/or services and receipt of correct invoice.

## **IFB Questions**

Direct all questions regarding this Invitation for Bid to:

Denise K. Finn, CPPO, C.P.M., CPPB  
Director of Procurement and Contract Management Services  
Yavapai College  
1100 E. Sheldon St., Bld 7 Rm. 107  
Prescott, AZ 86301  
Phone (928) 776-2190 Fax (928) 776-2193  
E-Mail: [denise.finn@yc.edu](mailto:denise.finn@yc.edu)

Final date that questions will be accepted is Thursday, November 12 @ 4:00:00 p.m.

**Any direct communication with any Yavapai College personnel, other than the Procurement Officer listed above, or her designee, regarding this IFB without prior approval of the above named individual may result in the rejection of your Bid.**

## **Bid Submission**

It is the responsibility of the bidder to confirm that Bids are received in the Procurement and Contract Management Services Department located in Building 7 on the Prescott Campus no later than 2:30:00 p.m. (Arizona time) on Tuesday, November 17, 2009. Bids received after this time and date will not be considered and will be returned unopened. The time clock in the Procurement and Contract Management Services Department shall be the official time of receipt.

The following information must be **clearly visible** on the outside of the Bid Package:

### **Immediate delivery requested to:**

**Denise K. Finn, CPPO, C.P.M., CPPB,  
Director  
Procurement and Contract Management Services  
Yavapai Community College  
1100 E. Sheldon Street # 6830  
Prescott, AZ 86301**

**Building 7 rm 107  
Invitation for Bid # 597, Group Kenya Safari Trip  
Closing Date: Thursday, November 17, 2009 at 2:30:00 p.m. PST**

## IFB- TERMS & CONDITIONS

Bid offers that take exception to any Terms & Conditions stated within this Invitation for Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded.

The following definitions as set forth in these Special Terms & Conditions:

- Vendor means a person or firm in the business of selling or otherwise providing products, materials or services
- Bidder means a vendor making a bid offer in response to a Invitation for Bid.
- Contractor means any person or firm who has a contract with the College; a successful “bidder” who is awarded a contract with The College becomes a “contractor”.

The Terms and Conditions, which become part of any contract awarded from this IFB, constitute the provisions of the agreement to be executed between the College and the successful bidder. The College reserves the right to negotiate with the successful bidder and modify any of the provisions of the agreement upon mutual agreement of the parties.

**Cancellation of Contract:** The College reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The College will issue a 30 day written notice to the contractor for acting or failing to act as in any of the following:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- B. The contractor fails to complete the work required within the time stipulated in the contract;
- C. The contractor fails to make progress in the performance of the contract and/or gives the College reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the College. Failure on the part of the contractor to adequately address all issues of concern may result in the College resorting to any single or combination of the following remedies:

1. Cancel any contract
2. Reserve all rights or claims to damage for breach of any covenants of the contract
3. In case of default, the College reserves the right to contract for services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the contractor by:
  - A. Deduction from an unpaid balance;
  - B. Billing Contractor for College’s actual cost from obtaining services from another contractor
  - C. Any combination of the above or any other remedies as provided by law.

**Contract Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by the College if any personnel significantly involved in the resulting contract are found to be in conflict of interest.

**Contract Termination for Appropriation:** The resulting Contract shall be in force until the expiration date. However, the College is a State Agency subject to State appropriation of funds. If The Yavapai College Board of Directors determines, at its sole discretion, not to allocate sufficient funds for the College to uphold this agreement, the College has the right to terminate this agreement upon (30) thirty-days written notice.

**Contract Termination for Breach:** A non-breaching party may terminate the resulting contract for the failure of the other party to comply with the resulting contract by giving that other party (60) sixty-day written notice of the failure to comply. The College may terminate the resulting contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

**Contracts Administration:** Contractor must notify the Procurement and Contract Management Services Department (Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

**Pricing:** Pricing accuracy and completeness are critical. All bidders must submit costs as requested in the Statement of Work.

**Bid Evaluation:** In a Invitation for Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all respects to the requirements and criteria set forth in the Invitation for Bid. The College shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Conformity with Bid specifications, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- b. Demonstrated performance
- c. Having legally required licenses, certifications and/or qualifications to perform the contract;
- d. Cost consideration, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the College;
- e. Record of past performance and integrity on the College and/or other public agency contracts.

**Responsiveness to Specifications:** It is recognized that more than one method may be used to accomplish the sought after task functionality. If the bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The College shall be the sole judge as to whether any alternate methodology will be accepted.

**Warranty:** Each bid offer must include a complete and exclusive statement of the product warranty (if Applicable). Warranty offers will be relatively considered as appropriate to life cycle costing. .

**Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. A copy of each license must be submitted with bid response.

**Permits:** The vendor shall be responsible for obtaining all required permits.

**Safety Standards:** All items and services supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona.

**Safety:** The vendor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

**Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College's Attorney or the Procurement and Contract Management Services Department.

**Key Personnel:** It is essential that the contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions and will notify the College in writing of any changes to such personnel. .

**Unauthorized Firearms & Explosives:** No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

**Effective Period of Proposals:** All offers submitted must remain in effect for period of (30) thirty-days following the closing date in order to allow time for evaluation, approval and award of the resulting contract

**Right to Reject:** This Invitation for Bid does not constitute a commitment by the College to award a contract. **The College reserves the right to waive any formalities and to reject any or all proposals and/or to cancel the Invitation for Bid.** The award shall be made on the proposal that best serves the interest of the College and will not be evaluated solely on a monetary basis. No contract award shall exist until fully executed written document is in place.

**Non-Collusion:** The College encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Proposer's signature on this proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the College from obtaining the lowest possible competitive price. The award will be made to the responsible Proposer whose proposal is determined to be most advantageous to the College based on the evaluation factors in this IFB.

**Parties to Agreement:** The resulting contract shall be between Yavapai Community College District, hereafter referred to as the College, and the successful Proposer, hereafter referred to as Contractor.

**Relationship of Parties:** Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.

**Provision of Supplies, Materials and Labor:** The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract, subsequent extensions and amendments.

**Safekeeping of Records:** Contractor shall keep in a safe place all financial records and statements pertaining to the operations of the resulting contract for a period of three (3) years from the close of each year's operation.

**Charges Outside Scope of Agreement:** Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Yavapai College unless pre-approved in writing by the Director of Procurement and Contract Management Services or her designee.

**Interpretation:** The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.

**Confidential Information/Privacy Laws:** The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Yavapai College. This requirement survives the completion, termination or cancellation of the resulting contract.

**Work to be performed by others:** The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

**Catastrophe:** If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

**Terms of Payment:** The College will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.

**Insurance Requirements:** The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A:VII or better. Prior to commencing work or services, Contractor shall furnish the College's Purchasing & Contracting Department with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.

- **Commercial General Liability** insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim. Insurance is in here twice

**Certificates:** Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded. Submission on the required documents shall be due before the start of each contract year.

**Indemnification:** Each party shall and hereby does indemnify, defend and hold harmless the other party, including their directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement.

**Order of Precedence:** In the event of a conflict between the specifications, requirements, terms and conditions contained in the IFB, the IFB Response, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in the College IFB and lastly, the IFB Response.

**Entire Agreement:** The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. The resulting contract shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.

**No Liens:** Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.

**Waiver:** No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.

**Assignment:** Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College.

**Binding Effect:** The parties agree that the resulting contract shall be binding upon their respective successors,

assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.

**Governing Law:** Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Common Pleas of Yavapai County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in full and shall indemnify, hold harmless, and defend the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

**Compliance with Immigration Laws:** As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-contractor as specified in this paragraph.

**Compliance with Sudan and Iran Laws:** Pursuant to A.R.S. § 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

**Equal Opportunity and Affirmative Action:** The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

**Contract Status:** The response to this IFB will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the IFB offer.

**Contract Format:** The resulting award notice will incorporate this IFB, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.

**Contract Modification:** Any changes to the resulting contract must be agreed to both parties and approved in writing by the College's Director of Procurement and Contract Management Services or her designee and the President or Vice President of the resulting contracting company.

**Contract Extension:** Written notice of any intent for continuation will be given by the College to the Contractor thirty-days (30) before the end of the resulting contract. If the Contractor does not wish to accept a continuation,

written notice must be given to the College at least sixty-days (60) prior to the end of the resulting contract period.

**Contract Assignment or Sub Contract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.

**Severability:** If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.

**Cooperative Purchasing:** Any Contract resulting from this solicitation shall be for the use of the College. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the College's Procurement and Contract Management Services Department are eligible to participate in any subsequent Contract. Additionally, the resulting contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Supplier(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The resulting supplier may negotiate additional expenses incurred as a result of participating agencies' usage of the resulting contract (i.e., freight charges, travel related expenses, etc.). Additionally, the resulting supplier may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's usage/volume.

The College shall not be responsible for any disputes arising out of transactions made by others. The resulting supplier(s) will provide an electronic copy of the complete contract to the College's Procurement and Contract Management Services Department upon receipt of the notice of intent to award. At the College's request, the successful Supplier(s) may also be requested to provide an electronic copy of the complete contract to a participating agency.

# Yavapai College “Travel Adventure” Group KENYA SAFARI

....September 2010  
10 to 15 Passengers

Safari Via: “Safari Minivans”  
Kerry Scanlan. Escort- Single  
Accommodations (Free) All driving with  
exception of FLIGHT between Nanyuki & Mara

|                     |               |              |  |
|---------------------|---------------|--------------|--|
| Day 1<br>Saturday   | ARRIVE        | Nairobi      | <b>-Meet and transfer to Nairobi Serena Hotel</b>  |
| Day 2<br>Sunday     | Nairobi       | Sightseeing: | <b>-Breakfast-Nairobi Serena Hotel</b><br><b>-Daphne Sheldrick’s Elephant Orphanage</b><br><b>-Giraffe Center</b><br><b>-Karen Blixen’s-with lunch at the Garden Restaurant</b><br><b>-Shopping: Utamadni and Kuzuri beads</b><br><b>-Nairobi Serena Hotel(Dinner on your own)</b> |
| Day 3<br>Monday     | Nairobi to    | Amboseli     | <b>-Amboseli Serena Safari Lodge</b><br>Bush Dinner (Group Welcome Dinner)<br>School visit near the lodge  |
| Day 4<br>Tuesday    |               | Amboseli     | <b>-Amboseli Serena Safari Lodge</b>   |
| Day 5<br>Wednesday  | Amboseli to   | Nairobi      | Stop for Lunch at the Safari Park Hotel:Café Kigwa   |
| Day 6<br>Thursday   | Nairobi to    | Mt. Kenya    | <b>-Serena Mountain Lodge</b>  |
| Day 7<br>Friday     | Mt. Lodge to  | Samburu      | <b>-Samburu Serena Lodge</b><br>Visit Spinner & Weavers<br>Plus photo stop at the Equator Sign   |
| Day 8<br>Saturday   | Samburu to    | Nanyuki      | <b>-Sweetwaters Tented Camp</b><br>Game drivers + Chimp Sanctuary visit  |
| Day 9<br>Sunday     |               | Nanyuki      | <b>-Sweetwaters Tented Camp</b>  |
| Day 10<br>Monday    | Nanyuki to    | Masai Mara   | -Mara Serena Safari Lodge<br><b>**FLY NANYUKI TO MARA**</b><br>Masai Village Visit   |
| Day 11<br>Tuesday   |               | Masai Mara   | -Mara Serena Safari Lodge<br>Hippo pool breakfast after morning game drive   |
| Day 12<br>Wednesday |               | Masai Mara   | -Mara Serena Safari Lodge<br>Bush Dinner(group farewell dinner)<br>Masai dinner by Lodge   |
| Day 13<br>Thursday  | Masai Mara to | Nairobi      | <b>-Nairobi Serena (Dayroom)</b><br><b>**DRIVE BACK TO NAIROBI**</b><br><b>Transfer to Airport</b>   |
| Day 14<br>Friday    | Enroute to    | USA          |  |

**Breakfast, Lunch & Dinner (all meals) included**  
**while on Safari. Daily Game Viewing.**