



**YAVAPAI COLLEGE
PRESCOTT, ARIZONA**

**REQUEST FOR PROPOSAL 12-264
Travel Arrangements for Education Tour/Cruise
Of Tahiti and other French Polynesian Islands**

RFP Release Date: August 16, 2011

Proposal Due Date:

Wednesday, September 8, 2011 at 2:30 p.m. (Arizona time)

In accordance with Section 41-2534 of the Arizona State Procurement Code, sealed proposals for the material or services specified will be received by the Yavapai College Procurement Office, at the location specified below, until the time and date cited. Proposals received by the correct time and date, at the proper location, shall be opened and the name of the companies submitting proposals shall be publicly read.

Offers will be received at the YC Purchasing Department until exact time indicated. The time clock in the Purchasing and Contracting Department shall be the determinant of the official time of receipt. Early submittals will be kept in a secure location until the time noted above.

Direct all questions regarding this Request for Proposals to the Solicitation Contact Person:

**Maureen L. McGovern
Procurement Specialist
Purchasing and Contracting Department
Yavapai College, 1100 E. Sheldon Street, Bldg 7, Room 107
Prescott, AZ 86301 Phone (928) 776-2195 Fax (928) 776-2193
E-mail: Maureen.mcgovern@yc.edu**

Yavapai Community College

RFP 12-264

Travel Arrangements for Education Tour/Cruise Of Tahiti and other French Polynesian Islands

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	August 16, 2011
Final date for questions	August 31, 2011
Proposal due date	September 8, 2011
Award determined	September 15, 2011

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Your community. Your college.

Acknowledgement of Receipt

Description: Travel Agent for Educational Cruise to Tahiti and other French Polynesian Islands

RFP #: 12-264

Due Date: August 31, 2011 at 3:00:00 Pacific Time

Please complete this form to acknowledge that you have received the Request for Proposal 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 Maureen.mcGovern@yc.edu (preferred) or fax to 928-776-2193. By doing this, bidders will be provided notification of any amendments or addenda to the RFP. If you do not return this sheet, and the RFP has been amended, your organization may be submitting an offer that is not consistent with the amended RFP and the offer could be rejected without review.

CONTACT INFORMATION - PLEASE PRINT LEGIBLY OR TYPE

Company: _____

Address: _____

Fax #: () _____ Tel. #: () _____

E-Mail Address: _____

Contact Name: _____ Title: _____

Signature: _____ Date: _____

DEFINITION OF TERMS

As used in this solicitation, the terms listed below are defined as follows:

“Attachment”: any item the Solicitation requires an Offeror to submit as part of the Offer.

“The Bid”: a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“The College”: Yavapai College

“Contract”: the combination of the Solicitation, including the Instructions, the Terms and Conditions, the Specifications and Statement of Scope of Work; the accepted Offer, any Solicitation Amendments (Addenda) or Contract Amendments; any Exhibits, and any terms applied by law.

“Contract Amendment”: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor”: any person who has a contract with Yavapai College.

“Days”: calendar days unless otherwise specified.

“Exhibit”: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity”: a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

“Offer”: bid, proposal or quotation.

“Offeror”: a potential Contractor/Vendor who responds to a Solicitation.

“Procurement Officer”: the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

“Solicitation”: an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

“Solicitation Amendment (or Addendum)”: a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“Subcontract”: any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

“YC”: Yavapai College, including all locations.

GENERAL INFORMATION

Introduction

Yavapai Community College District (the College) is seeking a travel agent to make arrangements for a group educational tour and cruise of Tahiti and other French Polynesian islands. A suggested itinerary is provided in the Statement of Work section.

Demographics

The mission of Yavapai Community College District is to provide affordable, quality learning opportunities to all people living within the county's 8,000 square mile service area. Founded in 1966, the college currently enrolls over 10,000 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

CTEC
220 Ruger Road
Prescott, AZ 86301

SCOPE OF SERVICES (Statement of Work)

Project Scope

Yavapai College (YC) seeks a travel agent/agency to make all necessary arrangement to provide an educational travel adventure for individuals of varied physical capabilities traveling as a group under the EDventures Tours presented by Yavapai College. Details of the proposed 2012 trip are as follows:

EDventures International 2012 trip

Destination and dates of travel

French Polynesia Islands (aka Tahiti and Marquesas Islands)
November 2 – 17, 2012 (alternate dates 11/23-12/7/12 and 10/12-10/26/12)

Number of travelers: The minimum number of travelers is 15; maximum is 20. An EDventures escort/instructor will accompany the group in addition to the minimum.

YC Proposed Travel

Travelers will depart from/return to LAX via air, arrive in Papeete, Tahiti. They will board a freighter/ship to cruise among the six inhabited Marquesas Islands making 14 stops to explore the culture, history, arts, flora and fauna of the remote islands of French Polynesia.

Because EDventures International travel at Yavapai College is focused on educational tours, the following items should be considered and addressed when preparing a response to this request for pricing.

- Educational components
- Cultural value and sensitivity
- Environmental/Natural resources sensitivity
- Unique experience
- Quality customer service
- Value
- Safety and Medical care
- Level of activity/handicapped access
- Required travel documents and recommended inoculations
- Baggage requirements/limitations

YC Proposed Itinerary

11/02/12 – Early morning air departure from LAX/Arrive Papeete, Tahiti
11/03/12 -- Depart Papeete dock on Edventure Cruise to the Marquesas Islands
11/04/12 – Fakarava, Tuamoto Islands
11/05/12 – Cruise
11/06/12 – Ua Pou Marquesas
11/07/12 – Nuku Hiva
11/08/12 – Hiva Oa
11/09/12 – Fatu Hiva
11/10/12 – Hiva Oa
11/11/12 – Tahuata
11/12/12 – Ua Huka, Ua Pou
11/13/12 – Nuku Hiva, Ua Pou
11/14/12 – Cruise
11/15/12 – Rangiroa, Tuamoto Islands
11/16/12 -- Arrive Papeete
11/17/12 – Air departure Papeete to LAX

Package to include

Roundtrip airfare from LAX to Papeete, Tahiti.

(Please price your package with, and without, airfare from Los Angeles)

2 nights' accommodations in Papeete: 11/2/12 and 11/16/12

Transfer fees to/from airport to hotel

Transfer fees to/from hotel to dock

Cruise package

- Cruise accommodations on an inter-island cargo freighter or equivalent vessel, dormitory style with option to upgrade to cabin with private facilities.
- All meals inclusive (on board and land) with provision for medically-prescribed diets
- Onboard culturally- and historically-based entertainment, lectures and arts
- English speaking land guides at each island stop with an educational focus on culture, history, arts and crafts, music, archaeology, flora and fauna, hiking, and foods of the Marquesan culture (land transportation should be included to historical, archaeological, cultural sites)
- Optional packages available for purchase onboard such as snorkeling, scuba diving, jeep ride, horseback ride, helicopter ride (specify activity/event, degree of difficulty, and pricing)

Cost Guidelines

- Total package of airfare (LA/Papeete) and cruise with dormitory accommodations not to exceed \$5500 US per person
- Total package of airfare (LA/Papeete) and cruise package with cabin accommodations not to exceed \$7000 US per person
- Submit airfare pricing to/from LAX to Papeete, Tahiti as a separate item
- Leader airfare from Phoenix to LAX and one night accommodation (11/1/12)
- Additional taxes and tariffs
- Additional surcharges
- Discounts for quantity bookings
- Include prices for add-on activities in a separate list
- Recommendations for gratuities and extras
- Any miscellaneous fees

Cost Adjustments

Evaluation of offers received from this solicitation will include a cost comparison. However, we recognize that circumstances beyond the control of the offeror, such as escalating fuel costs, make it difficult to hold one price firm until the end of 2012. For this reason, we request a range of prices based on some assumptions of changes in fuel costs. The assumption is that the actual price would be at the low end of the range, negotiated/modified based on cost increases during interim between award and departure. Should costs increase beyond predictable indices and push beyond the range provided, Yavapai College would consider a fully-documented and justified adjustment.

Insurance

Travel insurance is a mandatory requirement of our travelers and must be purchased individually by each traveler prior to departure. Any recommendations or pricing for insurance coverage should be included separately.

Schedule of payment

Reservation and payment schedule must be clearly stated. Example:

- Space reserved 6 months prior to departure
- 20% deposit due 6 months prior to departure
- Final payment due 60 days or less prior to departure

Cancellation policies

Cancellation and Refund/Transfer policies are to be clearly stated.

OFFER SUBMITTAL INSTRUCTIONS

Offer and Acceptance Form: Complete two original copies of the Offer section of the Offer and Acceptance Form.

Exceptions to Terms, Conditions and Requirements:

Offeror shall state 'No Exceptions taken', or provide a list of exceptions taken. If agency has its own terms and conditions, they must be submitted as part of their offer and would be evaluated with the offer. A final agreement may include negotiated terms and conditions. However, an offer that takes exception to YC terms and conditions, or offers terms and conditions too inconsistent with YC terms and conditions, may be determined as non-susceptible for award.

Acknowledgement of Solicitation Amendments:

Offeror shall provide written acknowledgement of any solicitation amendments.

Offeror Qualifications

1. Provide information regarding the qualifications of your agency and staff, as well as those of your associates overseas.
2. Describe how you measure customer satisfaction and provide information from customer surveys or other measurements indicating customer satisfaction from your travelers.
3. Provide information to demonstrate your financial stability (e.g., audited financial statements; two years balance sheets, etc.)
4. Describe your experience in providing educational and enjoyable travel experiences to groups; include specific trip descriptions, and your experience in accommodating the needs of travelers with a range of accessibility or endurance capabilities.

Client References:

1. The College will consider references to be important in its decision to award a contract. Any proposer who does not provide client names and phone numbers may be eliminated for non-responsiveness.
2. Provide at least three (3) references for which your company is currently providing similar services as those requested in this proposal, including up-to-date company name, contact name, email address, contact phone number and a description of the services provided. References from higher education clients are preferred.

Respondent's response must address the following Scope of Services items:

1. Please provide the dates of travel you propose.
2. Describe your 'kickoff' and 'farewell' methods (e.g., pickup at airport, hotel delivery and room assignments, introductions and overview, luggage, checkout and transport back to airport)
3. Describe the accommodations/vessel proposed, including dormitory details, cabin descriptions, restroom, common area amenities, meals, etc. Descriptions, supplemented by photographs of accommodations/vessel are preferred.
4. Describe, in detail, the itinerary you propose. This should be a day-by-day itinerary, with proposed activities and time estimates, land travel methods and travel time estimates, etc.
5. Respond to the EDventures key travel items of the scope of work, including:
 - a. Educational components
 - b. Cultural value and sensitivity
 - c. Environmental/natural resources sensitivity
 - d. Describe how you can provide a unique experience
6. Address how you accommodate health, safety, and accessibility issues, including optional activities, dietary requirements, etc.
7. Describe how the group would be staffed during the trip, including how you would resolve a problem with an assigned staff member (e.g., sickness, group complaints)
8. Describe other services you provide to make this a worry-free trip for our travelers.

Additional Information: You may attach additional information, such as brochures, etc. Our evaluation will be based on the written response and information as requested above, not information that may be in an illustrative brochure.

Pricing:

Please provide:

- Tiered pricing per number of attendees (an example is presented below, but breakdown is per individual company policy)
- Quote range (per 'Cost Adjustments' section in Scope) w/10-14 passengers, assuming dormitory accommodations.
- Quote range (per 'Cost Adjustments' section in Scope) w/15-20 passengers, assuming dormitory accommodations.
- Additional (upgrade) cost per person for cabin accommodations.
- All quotes should include free land package for escort(s)
- Quote both Land Only and Land w/Air (LA/Papeete) packages
- Additional taxes and tariffs
- Additional surcharges
- Any miscellaneous fees
- Include prices for add-on (optional) described activities in a separate list (with estimated taxes, tariffs, other fees shown)

Please also advise of:

- Discounts for quantity bookings
- Recommendations for gratuities and extras
- Include trip/travel insurance as a separate option
- Deposit amounts and payment schedule
- Cancellation policy for vendor, travel and any sub-vendors.

Submission of Offer:

1. It shall be the responsibility of the Offeror to ensure that the Offer packet contains one (1) original hard copy, one (1) CD and five (5) copies of the Offer. The original must be clearly marked "Original" and the Offer must be delivered sealed.
2. It is the Offeror's responsibility to confirm that Offers are received in the Purchasing and Contracting Department located in the Building Seven on the Prescott Campus before the closing date and time. A map of the campus can be found on the College website.
3. **Offers must be received no later than 2:30 p.m. (Arizona time) on Thursday, September 8, 2011.** Offers received after this time and date will not be considered and will be returned unopened. The time clock in the Purchasing and Contracting Department shall be the determinant of the official time of receipt. Early submittals will be kept in a secure location until the time noted above.
4. The following information must be clearly visible on the Offer Packaging:

Request for Proposal 12-264
EDventures Tour – Tahiti, French Polynesia
Proposal Closing Date: September 8, 2011 at 2:30 p.m.
Immediate Delivery Requested to:
Maureen L. McGovern
Purchasing & Contracting Department

Proprietary Information

In the event any Proposer includes in the Offer any information deemed "proprietary" "protected" or "confidential", such information shall be separately packaged from the balance of the Offer and clearly marked as to the sections considered proprietary and confidential, and the reasons for the proprietary claim.

Offer Form

All proposals must be submitted in writing. Oral, facsimile (fax machine), e-mail or computer data transfer proposals **will not** be accepted. Each Offer shall be prepared simply, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

Withdrawal / Modification of Proposals

Any Proposer may withdraw their Offer by written request at any time prior to the deadline set for receipt of proposals. Modifications may only be made before the closing date by written request to withdraw the Offer and re-submit the modified Offer before the closing date and time.

No Offer may be withdrawn or modified after that deadline and the Offer shall be binding upon Proposer for a period of ninety (90) days after due date.

Right to Reject:

This Request for Proposal 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 Request for Proposal. 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 a fully executed written document is in place.

Cost of Preparing Proposals

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the College.

Offer Pricing

All proposers submitting Offers agree that their pricing is valid for a minimum ninety (90) days after Offer submission to the College. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

Familiarity with this RFP

All proposers certify that they have carefully and thoroughly reviewed this RFP, understand the nature and scope of the work to be done, and that their Offer is based on the terms, specifications, requirements and conditions of this RFP.

Acceptance and Exceptions to This RFP

All requested information in this RFP must be supplied and the proposer must provide a statement affirming proposer's acceptance of all conditions and requirements contained in this RFP. Proposers may take exception to certain requirements in this RFP. All exceptions must be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the College, and the description of the advantages or disadvantages to the College as a result of the exceptions. The College, at its sole discretion, may reject any exceptions or specifications within the proposal. Extensive or severe exceptions may cause the rejection of the entire proposal.

Supplemental Information

Proposers may also provide supplemental information, if necessary, to assist the College in analyzing responses to this RFP. Proposers shall include any supplemental agreement (e.g., "services agreement") that proposer wishes to have considered as a supplemental agreement to the final contract. Any supplemental agreement accepted by the College would be included as an Exhibit to this agreement.

Offer Evaluation

This Request for Proposal does not constitute a commitment by Yavapai Community College to award a contract. The College reserves the right to waive any formalities and/or to reject any or all proposals and/or cancel this RFP at any time. Any contract award under this RFP shall be made because it serves

the best interest of the College and will not be evaluated solely on a monetary basis. No contract award shall exist until an offer and acceptance has been executed in writing. Using criteria outlined in the solicitation, a team of representatives will evaluate the proposals. A best and final offer process may be used by the College to determine the final award. The College shall be the sole judge as to the acceptability of the products and/or services offered.

The College will enter into negotiations with the firm(s) of choice. If an agreement cannot be reached with the firm, the College will then enter into negotiation with the next choice.

Evaluation Criteria

Proposals will be evaluated based on:

- Offeror Qualifications and Experience, including Financial Capacity (30)
- Proposed Execution of Scope of Work (Quality of proposed trip) (25)
- Pricing (25)
- Completeness and thoroughness of submittal (10)
- Acceptance of Terms and Conditions (10)

Step One – Assessment to see if Offeror is susceptible of award. *Step Two* – Offers that are deemed to be susceptible of award will be evaluated per the criteria above. Unsuccessful proposers will be notified, in writing, upon contract execution but not beforehand. Results will not be given via the telephone.

Modifications to Request for Proposal

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by the Director of Purchasing and Contracting or designee. Addenda will be emailed or faxed to all Proposers that have returned the Acknowledgement of Receipt. The College is not responsible for incorrect contact information provided by vendor. Failure to acknowledge any addendum may be cause for rejection; failure to acknowledge an addendum which extends the Offer due date period will be a cause for a determination of non-responsiveness. Therefore, proposers must return the completed acknowledgment(s) upon receipt.

No Right to Rely on Verbal Responses

Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.

Award Without Discussion

The College reserves the right to make an award without further discussion of the proposals received; therefore, it is critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

Contract Commencement

A written Notice of Award will be made prior to commencement of performance. No work is to begin until a purchase order is issued (reference "terms of payments"). Agreement may be cancelled without penalty to Yavapai College if the trip is cancelled because of low enrollment.

Contract Assignment

The resulting contract, in part or in whole, shall not be subcontracted or assigned to another contractor without prior written approval of the Director of Procurement and Contracts or designee.

Awarded Contractor Unable to Meet Service Requirements

If a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

Protests: A protest shall comply with and be resolved according to Arizona State Procurement Rules Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the solicitation and with the Yavapai College Director of Purchasing and Contracting. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

Exclusion of Vendors or Suppliers from Bidding: A vendor or Supplier may be removed or suspended from a campus's list of potential bidders and be prohibited from participating in any of the bid processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other governmental entity. A vendor or Supplier may also be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after the unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. A vendor or Supplier excluded from bidding shall be relieved of the prohibition at any time after the 90-day minimum period, upon demonstrating to the campus's satisfaction that the problems which resulted in the removal or suspension have been corrected.

Certifications and Warrants: By signing the forms included in this RFP packet, the offeror certifies and warrants that:

- a) Non-collusion. The offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer.
- b) Non-discrimination. The offeror does not and shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the Offeror does and shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to YC shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- c) Scrutinized business operations. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.
- d) Conflict of Interest. To the best of his/her knowledge: (check only one)
 - () There is no officer or employee of Yavapai College who has, or whose relative has, a substantial interest in any contract resulting from this request.
 - () The names of any and all public officers or employees of Yavapai College who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included as an attachment to this certification.
- e) Legal worker requirements for service and construction contracts: Pursuant to ARS 41-4401, the offeror warrants
 1. their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection a.
 2. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. that the government entity retains the legal right to inspect the documents of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

Failure to sign all forms included in the RFP packet or signing with a false statement shall void the submitted proposal/offer and/or any resulting contract. In addition, the Supplier may be excluded from future bidding participation with YC and may be subject to such actions as permitted by law.

TERMS & CONDITIONS

Proposal offers that take exception to any Terms & Conditions stated within this Request for Proposal may cause the proposal response to be considered as non-responsiveness or may result in cancellation of contract if already awarded.

The following are definitions as set forth in these 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 Request for Proposal.
- 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 award made from this RFP, 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.

Contract Termination for Convenience. The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty recourse. Upon receipt of the written notice, the Contractor 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 College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

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

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 contractor shall be responsible for obtaining all required permits.

Contractor's Risk: Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

Safety: The contractor 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 35-215 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 Purchasing and Contracting 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. Requests to make changes of such personnel will be submitted to the College in writing for prior approval. Such approval will not be unreasonably withheld.

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.

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 Purchasing and Contracting or 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.

Liability for Taxes: The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.

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.
- **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: The contractor will indemnify, defend and hold harmless the College, including its 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 RFP, the RFP Response, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in the College RFP and lastly, the RFP 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's Director of Procurement and Contracts or designee.

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 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 Revised 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 documents 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.

Scrutinized Business Operations: Pursuant to A.R.S. § 35-391 and A.R.S. § 35-393, 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.

Gratuities: The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Contract Status: The response to this RFP 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 RFP offer.

Contract Format: The resulting award notice will incorporate this RFP, 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 (including any renewals, or amendments of any type) must be agreed to both parties and approved in writing by the College's Director of Purchasing and Contracting or his/her designee and the President or Vice President of the resulting contracting company.

Contract Renewal: Written notice of any intent for renewal will be given by the College to the Contractor thirty-days (30) before the end of the resulting contract, if the District determines that such action is in the best interest of the District. If the Contractor does not wish to renew the contract, written notice must be given to the College

Director of Procurement and Contracts for College consideration at least sixty (60) calendar days 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.

Pricing. This is a firm, fixed pricing contract. After initial contract term and prior to any contract renewal, the College will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The contractor shall likewise offer any published price reduction, during the contract period, to the College concurrent with its announcement to other customers. All price adjustments will be effective upon written acceptance by the College Procurement representative. See also 'Cost Adjustments' language in the Instructions section.

REFERENCES

Provide a listing of at least THREE (3) references, preferably public institutions, for which the company has provided these products and/or services within the last three (3) years.

(1) Customer Name: ----- Telephone: -----

Contact Name: ----- Title: -----

E-Mail.....

Address: -----

(2) Customer Name: ----- Telephone: -----

Contact Name: ----- Title: -----

E-Mail.....

Address: -----

(3) Customer Name: ----- Telephone: -----

Contact Name: ----- Title: -----

E-Mail.....

Address: -----

(4) Customer Name: ----- Telephone: -----

Contact Name: ----- Title: -----

E-Mail.....

Address: -----

OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege License No: _____ Federal Employer Identification No.: _____ Tax Rate: _____ % Company Name _____ Address _____ City _____ State _____ Zip _____	For clarification of this offer, contact: Name: _____ Phone: _____ Fax: _____ Email: _____ _____ Signature of Person Authorized to Sign Offer _____ Printed Name _____ Title
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CERTIFICATION

By signature in the Offer section above, the offeror also certifies:

The signer is fully authorized to sign on behalf of the offeror listed and to fully bind the company to all conditions and provisions thereof.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the College/public entity.

This contract shall henceforth be referred to as Contract No. 12-264.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____, 2011

AUTHORIZED SIGNATURE

OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege License No: _____ Federal Employer Identification No.: _____ Tax Rate: _____ % Company Name _____ Address _____ City _____ State _____ Zip _____	For clarification of this offer, contact: Name: _____ Phone: _____ Fax: _____ Email: _____ _____ Signature of Person Authorized to Sign Offer _____ Printed Name _____ Title
---	--

CERTIFICATION

By signature in the Offer section above, the offeror also certifies:

The signer is fully authorized to sign on behalf of the offeror listed and to fully bind the company to all conditions and provisions thereof.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the College/public entity.

This contract shall henceforth be referred to as Contract No. 12-264.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____, 2011

AUTHORIZED SIGNATURE

Return to Purchasing & Contracting Dept 928-776-2193 Fax purchasing@yc.edu	Yavapai Community College District Substitute W-9 & Vendor Authorization Form	DO NOT SEND TO IRS
▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)
BUSINESS ▶ LEGAL NAME & DBA if applicable: (must match TIN above)		
Do you collect Sales Tax on behalf of the State of Arizona? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____		
▶ REMIT TO ADDRESS:		
NAME:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:	ST:	ZIP:
PHONE:	FAX:	
▶ PROCUREMENT ADDRESS:		
CONTACT NAME:		
ADDRESS:		
CITY:	ST:	ZIP:
E-MAIL:	WEBSITE:	
▶ ENTITY AND CONTRACT TYPE - check all that apply		
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business)	<input type="checkbox"/> Corporation
<input type="checkbox"/> Employee Owned		<input type="checkbox"/> State Contract Vendor
<input type="checkbox"/> US Communities Contract	<input type="checkbox"/> E & I Contract	<input type="checkbox"/> Mohave Contract
<input type="checkbox"/> Save Contract		<input type="checkbox"/> Other Cooperative Contract
Please check all that apply to your business for Federal Supplier Type:		
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>
▶ CERTIFICATION		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.		
3. I am a U.S. person (including a resident alien).		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.		
The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.		
Signature of U.S. Individual	Date:	