RFP No. 14-14-14

Material and/or Service: Instructor Trainer for CPR/First Aid Certification

Proposal due date: Tuesday, December 3, 2013 @ 2:00 p.m.

Location for mail/ proposal delivery: Sunnyside Unified School District No. 12
Warehouse Building/Purchasing Department
2241 E. Wieding Road
Tucson, Arizona 85706

Please note, proposals delivered to any other address than the Warehouse building or Purchasing Department will be deemed non-responsive and will not be considered for award.

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the Sunnyside Unified School District, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the proposal shall remain confidential until award is made.

Proposals shall be in actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the RFP number and submitter’s name and address clearly indicated on the envelope. All proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Contact Person: Debra Helmey
Phone: 520 545-2138

Debra Helmey
Procurement Specialist
(520) 545-2138 or debrah@susd12.org

Date: 11/13/13
GENERAL INFORMATION, INSTRUCTIONS AND REQUIREMENTS:

**Purpose**
This solicitation is to acquire an Instructor Trainer for CPR/First Aid Certification as needed for the Sunnyside Unified School District No. 12.

**Terms and Conditions**
1. The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply items specified.

2. No contract exists on the part of the school district until a written purchase order is executed. Issuance of a purchase order will be considered sufficient notice of acceptance of contract.

3. Prices shall be stated in units as specified (excluding sales tax) and the extension (excluding sales tax) on each item in the bid. In the event of conflict between the unit price and extension, the unit price shall govern.

4. Failure to examine any specifications and/or instructions will be at bidder’s risk.

5. All prices shall be F.O.B. Sunnyside Unified School District No. 12.

6. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase order number must be referenced on the invoice.

7. Any contract issued from this bid is subject to cancellation pursuant to A.R.S. 38-511.

**Samples**
1. Samples may be requested after bid opening. Samples must be provided, if requested, within one week of request (unless other arrangements have been made). Otherwise, bidder will not be considered. The samples received will be used to determine quality, durability, and compliance with bid specifications. All sample(s) are to be of the same quality as those to be supplied by the successful bidder(s) upon bid award. They must be tagged showing item number and company name. They shall be free of charge and be submitted and removed by the bidder at their expense. Award samples may be held for comparison with deliveries. The district shall not be held responsible for any sample damaged or destroyed in examination or testing. Samples not removed within thirty days after notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

**Brand Name**
1. Specific brand of merchandise, supplies, or equipment used in the specifications is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict bidding by other vendors.
2. If specific items are not available, please bid on suitable alternates. Bidder must be prepared to submit a sample of alternate at no cost to the District.

3. Consideration will be given to bids on other brands quoted as “equal”. However, the Sunnyside Unified School District will be the sole judge on the question of “equal quality”. After each item, full brand name, model number, etc., must be written on the bid form by all bidders. If “other brand” is not shown in writing on the bid form, it will be assumed that bidder is quoting on the specified item and bid will be awarded accordingly.

4. Descriptive literature must accompany all bids.

Successful vendor providing services shall be required to inform SUSD if they employ any ARIZONA STATE RETIREMENT SYSTEM Retirees collecting ASRS pension. If so, vendor shall, as a condition of acceptance:

1. Provide the names of all ASRS retirees it employs
2. Provide on a biweekly basis, by ASRS retiree the amount of total wages it paid those individual during that period in connection to services to SUSD#12
3. Reimburse Sunnyside Unified School District the amount of “Alternate Contribution Rate” (ACR) the District had to pay ASRS as a result of #2. The current ACR rate is 8.64% of total wages and this rate is subject to change annually as determined by ASRS.”

PROTESTS

Any formal protest of the RFP must be filed with Kenneth Kmak, Director Of Business Operations (District Representative), 2238 E. Ginter Road, Tucson, Arizona 85706, phone number (520) 545-2043. Protest shall be filed within ten days after the protestor knows or should have known the basis of the protest, whichever is earlier.

INDEMNIFICATION

The successful bidder shall indemnify and save harmless SUSD from and against all claims, suits, actions, liability, loss, damage and expense arising from any negligent act or negligent omission of the vendor or any subcontractor of the vendor under this contract or any of their respective agents or employees in connection with the performance of this contract.

TERMINATION FOR CONVENIENCE

The school district reserves the right to terminate the contract in whole or in part anytime for the convenience of the school district without penalty recourse. The procurement officer shall give written notice to the contractor of the termination at least thirty days before the effective date of the termination.
PROPRIETARY/CONFIDENTIAL INFORMATION

Each vendor is to indicate in his or her proposal if anything is proprietary or confidential in nature.

INFORMATION ABOUT OUR DISTRICT
The Sunnyside School District desires to contract with a vendor to provide consulting services. The District has approximately 17,500 students K-12.

INCLUDE WITH YOUR PROPOSAL THE FOLLOWING INFORMATION;
1. Length of time your firm has been in business under their current name.
2. Length of time your firm has been doing business in Arizona.
3. Length of time your firm has been providing services offered.
4. All offerors must demonstrate the willingness and capability of services as specified within this RFP.
5. All offerors must include a list of three (3) customers for references who have used this vendor’s services and the time period used. Any customer listed for reference must be currently operating under an identical or substantially similar service to the proposed. For each reference indicate name of firm, address, contact person, telephone number and date the service began.

Registered Sex Offender Restriction. Pursuant to this RFP, the successful bidder by acceptance of award of this RFP and a purchase order, agrees by acceptance, that no employee of the successful bidder or a sub contractor of the successful bidder, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The successful bidder further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District’s discretion.

PRICE CLAUSES:
Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal. Your firm is to indicate the cost of each service.

PURPOSE:
The purpose of this RFP is to contract with qualified firm(s) or individual(s) to perform in accordance with RFP requirements and specifications as set forth in the Arizona Procurement Code.

CONTRACT PERIOD: It is the intent of the District to award a one term contract, beginning at the time of award through the 2013-2014 school year, ending May 30, 2014.

Background:
Sunnyside Unified School District #12 consists of 13 elementary schools, 5 middle schools, and 3 high schools. Enrollment is currently 17,500 students with moderate growth predicted for the next several years.

Any contract issued from this RFP is subject to cancellation pursuant to A.R.S. 38-511.
**Conflict of Interest.** As per A.R.S. #38-503, each bidder is to disclose any substantial interest that they have with a Sunnyside Unified School District employee or Governing Board Member. All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest.

**Contractor’s Employment Eligibility**

By entering into the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, The Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the district suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

**Terrorism Country Divestments**

Per A.R.S. 35-392, the School District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**Scrutinized Business Operations**

Per A.R.S. 35-391, the School District is prohibited from purchasing from a company with scrutinized operations in Iran or Sudan.

**Employee Eligibility Verification**

Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of the warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

The contractor further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractors or subcontractor.

**Fingerprinting Requirements:**

A contractor, sub contractor or vendor or any employee of a contractor, subcontractor or vendor, who is contracted to supply services on a regular basis (at least five (5) times during a month) shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. 41-1758.
A copy of the valid fingerprint clearance card shall be supplied to the District upon request. An exception to this requirement may be made as authorized in Governing Board policy.

**Bidders who fail to respond to Request for Proposals for two consecutive procurements of similar items or services may be removed from the Sunnyside School District master bidder’s list. A notice will be sent if you have not responded to two consecutive Request for Proposals.**

Please see page 8 for the “Offer and Acceptance” form for this solicitation.

**SCOPE OF SERVICES/SPECIFICATIONS & ADDITIONAL INFORMATION:**

Sunnyside Unified School District is seeking to contract with a certified instructor/trainer to provide American Red Cross or American Heart Association CPR/First Aid training to high school students. This training is to take place during the school day.

After receiving training, attendees will need to receive written proof of certification. Each training session will have in attendance up to 35 students.

Cost per class of up to 35 (certificate included) $____________

Cost per attendee if class is under 35 students (certificate included) $____________

**PROPOSAL FORMAT**

The original and one (1) copies of the proposal shall be submitted. Offerors shall submit sufficient information with their proposals that will allow the District to accurately evaluate the capabilities and effectiveness of the submitting firm. The following format and information shall be submitted by each offeror:

1. **Background information:** Offeror shall provide detailed information on the type of business, length of time doing business, and location of business, number of employees, training programs for employees, etc.

2. **Key individuals assigned to District:** Offeror shall clearly detail the personnel that will be assigned to the District for the duration of the project. This information shall include sufficient background information on the personnel to include educational history, advanced degrees, certifications, number of workshops given, and length of time doing this type of service.

3. **Scope of Services:** Offerors shall provide a detail on the scope of services that will be made available to the District. This will be a detailed listing of capabilities, resources, etc., that will be available to the District if awarded a contract. This shall include the specifics on all your costs of services available.

4. **Experience:** Offerors shall provide a minimum of three clients where similar services have been performed. Information shall include name of account, contact person, phone number, and brief review of services performed. Preference may be given to those offerors able to list educational clients K-12.
5. Fee Schedule: Offerors shall provide specific detail by section on their fee schedule. Although a flat hourly rate is preferred, a sliding scale, and/or commission schedule may be proposed. The fee schedule shall be complete covering all potential costs points including correspondence and travel (if necessary).

SEE PAGE 8 FOR THE OFFER FORM ATTACHED TO THIS SOLICITATION. The top section of this form must be filled out in its entirety with your bid submittal or your offer will not be considered.
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 Tax License No.: For clarification of this offer, contact:

______________________________________________ Name:________________________

Federal Employer Identification No. _____________________ Phone:__________________

______________________________________________ Fax:_________________________

Tax Rate:________________________________________ Email:_______________________

Company Name Signature of Person Authorized
________________________________________________ To sign offer

Address Printed Name

City State Zip Title

CERTIFICATION

By signature in the Offer section above, the Bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 99-4 and 2000-4 or A.R.S. 41-1461-1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by the law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. 41-4401 and A.R.S. 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification program.
5. In accordance with A.R.S. 35-391, the offeror is in compliance and shall remain in compliance with the export Administration Act.
6. In accordance with A.R.S. 35-397, the offeror does not have scrutinized business operations in Iran or Sudan.
7. In accordance with A.R.S. 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

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 school district/Public Entity.

This contract shall henceforth be referred to as Contract No. ________________________________.
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 ___________________20____
________________________________________________
Authorized Signature