



PURCHASING/WAREHOUSE DEPARTMENT

Katherine Mendoza

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November 30, 2021

Amphitheater Public Schools Request for Quotes (RFB) 1-12-2022 “As Needed” Custodial Services

You are requested to submit a quote for Custodial Services on an as needed basis, **RFB 1-12-2022** for Amphitheater Public Schools (the District). E-Mailed quotes will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools up to and before **2:00 P.M. local time on Wednesday, January 12, 2022 at kmendoza@amphi.com**.

No verbal, telephoned, USPS mailed, hand delivered, or faxed quotes will be accepted.

The District is not responsible for bids received late. Any bids received after the scheduled closing time will not be reviewed.

If you have any questions regarding this Request for Bid, please email Katherine Mendoza at kmendoza@amphi.com. **All questions must be received no later than end of day Wednesday, December 15, 2021.** If necessary, an amendment with answers to inquiries received by this date may be issued to vendors on the bidders list on Monday, December 20, 2021. Offerors must acknowledge any amendments on the vendor information page of the solicitation.

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>. The purpose of this RFB is to procure custodial services on an as needed basis. Specifications/scope follows in this solicitation document.

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

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

SPECIFICATIONS/SCOPE

Successful bidder will provide custodial services on an as needed basis. Amphitheater Public Schools will supply all consumables to complete tasks assigned. This includes paper products and cleaning chemicals. Only District provided chemicals will be used to ensure no inappropriate mixing of non-compatible chemical products occurs.

At a walkthrough, the location of supplies will be identified and method to ensure key control is established.

Service is expected to be performed at night, approximately starting at 4:00 PM if school is in session. If school is not in session, cleaning may be performed at any time.

Below is the stand list of cleaning expectation within the area assigned.

I. Services to be performed

- a. All restrooms will be cleaned **daily**.
 - Toilets cleaned/disinfected
 - Paper towels replaced/dispenser disinfected
 - Toilet paper replaced/dispenser disinfected
 - Mirrors cleaned
 - Vents/baseboards/stalls dusted
 - Floors swept/mopped
 - Garbage/napkin boxes emptied/disinfected
 - Drinking fountains cleaned/disinfected
 - Sinks cleaned/disinfected
 - Soap dispensers wiped/disinfected/refilled
 - Hard water stains removed as needed
 - Windows/sills cleaned as needed
 - Lights switches cleaned/disinfected
 - Spot clean walls as needed
 - Door kick plates/push plates/knobs/windows cleaned
- b. All classrooms will be cleaned **daily**.
 - Desk tops/teacher desk top cleaned/disinfected
 - Pencil sharpener emptied/disinfected
 - Toilets cleaned/disinfected
 - Paper towels replaced/dispenser disinfected
 - Toilet paper replaced/dispenser disinfected
 - Mirrors cleaned
 - Floors swept/mopped/vacuumed
 - Garbage emptied/disinfected
 - Sinks cleaned/disinfected
 - Soap dispensers wiped/disinfected/refilled
 - Windows/sills cleaned as needed
 - Lights switches cleaned
 - White boards/trays cleaned
 - Spot clean walls as needed
 - Door kick plates/push plates/knobs/windows cleaned
 - Furniture straightened
- c. All office areas will be cleaned **daily**.
 - Desk tops/teacher desk top cleaned/disinfected
 - Floors swept/mopped/vacuumed

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- Carpet spot removal as needed
 - Garbage emptied/disinfected
 - Windows/sills cleaned as needed
 - Lights switches cleaned
 - Spot clean walls as needed
 - Door kick plates/push plates/knobs/windows cleaned
 - Baseboards/corners cleaned as needed
 - Furniture straightened
- d. All hallways to be cleaned **daily**.
- Floors swept/mopped/vacuumed
 - Carpet spot removal as needed
 - Garbage emptied/disinfected
 - Wall near garbage cans cleaned
 - Windows/sills cleaned as needed
 - Lights switches cleaned
 - Spot clean walls as needed
 - Door kick plates/push plates/knobs/windows cleaned
 - Baseboards/corners cleaned as needed
 - Furniture straightened

REQUIREMENTS AND PRICING

Provide pricing per **Attachment A – Custodial Services Pricing**. Pricing on this quote is based on daily or hourly rates. Include all applicable costs and pricing will remain fixed for the entire term of the contract through December 31, 2022. List tax separately as it is not part of the evaluation process.

QUOTE INFORMATION

Each Bid must be submitted using this document and certification by an appropriate official of the Offeror's firm must be complete and fully executed when submitted. If the Bid is not properly signed, it may be considered non-responsive.

Amphitheater Public Schools reserves the right to increase, decrease or eliminate any item of this Bid prior to the award or the issuing of purchase orders to the Vendor. The District also reserves the right to reject any, any part of, or all quotes for any reason whatsoever, or to waive any irregularities or informalities in the quotes. Evaluation of Bids will be determined by price comparison of Bid by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona.

Amphitheater Public Schools reserves the right to award to multiple Vendors if deemed in the best interests of the District. If the District awards to multiple Vendors, the award will be per *Arizona Administrative Code R7-2-1024-B1d*.

Amphitheater Public Schools reserves the right to accept partial quotes if in the best interests of the District.

OFFEROR CERTIFICATION

By submission of this Bid, the Offeror certifies that:

The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

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The prices in this Bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Offeror.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their Bid before and up to the time for the Bid opening. However, no Offeror may withdraw their Bid for a period of 90 days after the date set for the opening of the bids. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their Bid under the contract.

PUBLIC INFORMATION

After contract award, the quotes shall be open for public inspection except to the extent the offeror(s) designate, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror(s) designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting quotes.

INSURANCE REQUIREMENTS

The successful Provider shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is \$2,000,000.00, (District shall be listed/named as additional insured). Evidence of Workers' Compensation coverage is also required from the successful Provider.

ADDITIONAL SERVICES

The District reserves the right to add related products or services to the contract at any time during the contract period. The District will contact the successful Vendor(s) for prices prior to adding any products or services and may, at the District's sole option, accept the quoted prices or purchase elsewhere those products or services concerned.

AWARD OF CONTRACT

The awarded contract will be for the fiscal year 2021-2022 - ending June 30, 2022, providing funds are available and it is deemed advantageous to the District. Allowing four, one year renewals.

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

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

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

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

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the awarded contract shall become the property of and be delivered to the District. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

WARRANTY INFORMATION

The awarded Vendor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Vendor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Vendor.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Vendor's/Contractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Vendor agrees by acceptance of this order that no employee of the Vendor or a subcontractor of the Vendor, 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 Vendor 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.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act. The Offeror certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

SUSPENSIONS/DEBARMENT CERTIFICATION

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

GIFT POLICY

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

FEDERAL AND STATE REQUIREMENTS

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

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

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),

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- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
- 10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").
- 11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871),
- 12) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____

Please Print

SIGNATURE: _____

DATE: _____

IF APPLICABLE –

ACKNOWLEDGMENT OF AMENDMENT ONE: SIGNATURE _____

ACKNOWLEDGMENT OF AMENDMENT TWO: SIGNATURE _____

ACKNOWLEDGMENT OF AMENDMENT THREE: SIGNATURE _____

Vendor/Offrer Fingerprint Requirements

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

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

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

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

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

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

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

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

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

Offeror Signature and Date: _____

Company Name: _____

NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____ being first duly sworn, disposes and says:

That They are _____
(a partner of officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

the _____

(owner)

or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
(Bidder, if bidder is an individual)
(Partner, if bidder is a corporation)
(Officer, if the bidder is a corporation)

ATTACHMENT A

VENDOR PRICING PAGE FOR REQUEST FOR BID - RFB 1-12-2022

VENDOR NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

Daily or Hourly (circle one) Rate (\$_____)

Tax (if applicable) (\$_____)

Total Bid Amount (\$_____)

Please include any additional costs/pricing models with a separate pricing page(s)

