



PURCHASING DEPARTMENT/WAREHOUSE

Katherine Mendoza

Purchasing /Warehouse Manager

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January 7, 2022

Amphitheater Public Schools Request for Proposals (RFP) 02-10-2022 Professional Groundskeeping Service

You are invited to submit a proposal for Professional Groundskeeping Service for Amphitheater Public Schools (the District). **Sealed proposals will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 up to and before 2:00 P.M. local time on Thursday of February 10, 2022.** Proposals will be opened and the name of the Offeror will be publicly read aloud, as necessary, via a virtual public opening at that time. Notification of the virtual public opening will be sent to interested parties the day before the opening, who email notification of interest to kmendoza@amphi.com that they would like to attend the virtual public opening. Request to attend the virtual public opening should be emailed the day before the opening.

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

This solicitation document must be obtained from the website: www.azpurchasing.org Please contact Katherine Mendoza at kmendoza@amphi.com if you have any problem obtaining this solicitation. This request for bid/proposal document originated on the www.AZPurchasing.org website. If you obtain this document from any other source, such as a third-party bid outsourcing firm, we strongly recommend you register free at <http://www.azpurchasing.org/vendorform> as soon as possible. Open the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you make the proper designation when registering as a bidder at www.AZPurchasing.org. Failure to adhere to this recommendation to register at www.azpurchasing.org could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may not be available to you for your completion.

Envelopes/packages containing the proposals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **"RFP 2-10-2022. Professional Groundskeeping Service. Proposals must be submitted during receiving hours, Monday through Friday, 7 am to 3:30 pm, excluding holidays. The Purchasing/Warehouse Office will be closed on Monday, January 17, 2022 and Friday, The Purchasing/Warehouse Office will reopen on Tuesday, January 18, 2022.**

Sealed proposals shall contain one (1) hard copy labeled "ORIGINAL" and **three (3) hard copies** labeled "COPY1, COPY2, COPY3." Also, included in the envelope shall be a completed W-9 form and an electronic copy of your proposal submittal on a USB/flash drive. Failure to include the proposal copy on a USB/flash drive or other required materials may result in

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

your proposal being determined non-responsive. The District will not assume responsibility for any costs related to the preparation or submission of the bid.

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

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

NOTE: A MANADATORY pre-proposal/site visit will be help on Thursday, January 20th at 8:45 am for: 7 schools and Friday, January 21st at 8:45 am for 7 schools (see Exhibit A: Itinerary). Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager, in writing at kmendoza@amphi.com and submitted no later than end of day on Monday, January 24, 2022. If necessary, an amendment will answer all questions received by this date will be published on Wednesday, January 26th, 2022 at www.azpurchasing.org . Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page 12 Offeror Information page. **An Offeror may not rely on verbal responses to questions.**

DOCUMENTS REFERENCED

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

GENERAL INFORMATION

The District is seeking a Professional Groundskeeping Service that is qualified and responsible form to provide this service at the Amphitheater USD sites. Further information about the District is located at the District's website: <https://www.amphi.com>.

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LOCATIONS: (Exhibit B: District Map with Address)

- Copper Creek Elementary School
- Donaldson Elementary School
- Holaway Elementary School
- Keeling Elementary School
- Mesa Verde Elementary School
- Nash Elementary School
- Painted Sky Elementary School
- Innovation Academy
- Rillito Center
- Rio Vista Elementary School
- Transportation Department - WEED CONTROL ONLY
- Walker Elementary School
- Warehouse/Purchasing/G & P – WEED CONTROL ONLY
- Wetmore Center

SCOPE OF WORK

Contractor will provide personnel, equipment and supplies/material necessary to perform ground keeping service as defined in these specifications.

- **LAWN/TURF CARE**

All lawn areas are to be mowed weekly or as the seasons dictates as determined by the District Grounds Department. All mowers must have mulch kits with mulching blades set as warranted by seasonal requirements, typically no less than approximately two (2) inches and no more than three (3) inches cutting height. Appropriate size mowers shall be used for each area. Excessive grass clippings will be removed in a manner satisfactory to the Amphitheater District Grounds Department. Each mowing, where possible, will be performed in a different pattern to prevent mower tracking

All areas shall be inspected by the District Grounds Department after each mowing to assure that the fields are being properly irrigated and that the proper coverage is being provided. Notify District Grounds Department of non-functioning irrigation systems. Fertilize all lawn areas with a complete lawn fertilizer as required to promote healthy growth. A slow-release fertilizer should be used every six (6) months.

The Contractor is responsible for providing materials and labor to control weeds and fungi.

Core aeration of all fields is to be done in both April and October.

- **EDGING**

Contractor shall trim all turf perimeters along and around curbs, walks, streets, tree rings, edging, utility poles, fences and other fixtures at each mowing or at intervals sufficient to maintain a well-groomed and neat appearance as determined by Amphitheater District Grounds Department. Chemical edging shall be prohibited.

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- **HARD SURFACED AREAS**

Contractor shall blow or sweep clean all hard surfaces after each operation. All debris including leaves, grass, and seed pods shall be removed and disposed of properly as determined by the Amphitheater District Grounds Department.

- **TRIMMING**

Contractor shall trim all groundcover, shrubbery, bushes and trees to maintain appropriate height, shape and an overall neat and clean appearance. All street facing areas, walkways driveways, parking lots and bus loops shall be clear of any overhanging branches.

- **WEED CONTROL**

All planting beds, tree rings, hardscape, and rock areas shall be maintained in a weed free condition in a manner satisfactory to the Amphitheater District Grounds Department. Contractor shall provide the following weed control services under this Contract.

- (a) All weeds and grass growing through pavement/hardscape areas will be sprayed with an approved herbicide and/or removed, as needed.
- (b) Weeds and undesirable grasses in planting beds, tree rings, hardscape, and rock areas shall be removed or treated, as needed in a manner satisfactory to the Amphitheater District Grounds Department.
- (c) Pre and Post emergent weed control on turf areas shall be applied twice per year, and as needed to control weeds or as determined by the Grounds Department. All products used must be approved by the Amphitheater District Grounds Department.

- **WOODCHIPS, SAND, other Athletic and PLAYGROUND SURFACE**

All playgrounds surfaces should be tilled on a monthly basis to maintain the flowing depths for fall protection:

- (a) **WOODCHIPS.** A 9-inch layer of wood chips will allow a child to safely land from a 10-foot fall, according to American Standard Testing Methods (ASTM), the institution that sets industry safety standards such as this critical fall height requirement. April 14, 2020
- (b) **SAND.** Playground sand must be deep enough in order to cushion falls. The Consumer Product Safety Commission (CPSC) says that sand should be 9 inches deep for all height of 4 feet. May 3, 2021.

Contractor must notify the Amphitheater District Grounds Department when addition material is needed to maintain the required depths.

- **SHRUB, PERNNIAL, AND TREE PRUNING.**

Contractor shall provide the following shrub, perennial, and tree pruning services under this Contract.

- (a) **Shrubs.** Prune, shear, or trim all shrubs to maintain appropriate size and shape, encourage vigor and flowering, and removed deadwood. All trimming shall be removed and composted.
- (b) **PERNNIALS.** Prune and shape all perennials to maintain appropriate size, to encourage vigor and flowering, and after winter die back. All trimming shall be removed and composted.

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- (c) TREES. Primary pruning up to eight (8) feet on trees shall be performed during the dormant seasons. All pruning cuts shall be made to lateral branches, buds and be cut flush with the trunk. All suckers up to eight (8) feet high will be removed on each visit. Damaged trees, or those that constitute a health or safety hazard, shall be pruned any time of the year as required. All dead wood shall be pruned, as needed. All pruning shall be in accordance with applicable standards and codes.

- DEBRIS AND LITTER REMOVAL

All maintained areas included under this Contract shall be policed for debris at each visit. Contractor shall remove all collected debris from the site including landscaped areas, parking areas, street, and driveways and disposed of properly. In addition, trash pickups shall be completed in all areas prior to mowing and edging.

- IRRIGATION

- (a) Contractor shall inspect all irrigation systems during every visit. Contractor shall adjust the setting of the controllers for correct seasonal water application for optimal growth, reduction of water waste, or as approved by the TFC Contract Administrator.
- (b) Contractor shall check all valves, heads, controls and sensors once per month for the proper operation. A written report must be provided to the Amphitheater District Grounds Department, showing needed repairs.

Scheduling:

The contractor, in conjunction with the District, will develop a regular schedule for the property locations. The mow schedule will be adjusted seasonally to maintain superior turf. All schedules must be coordinated with school functions to alleviate possible conflicts.

Please see Exhibit C, District Calendar 2021-2022

Staffing:

The minimum staffing requirements are as follows:

One Account Manager

Multiple Mow Crews, including crew leader for each crew to complete required schedules

Weed Control Crews, including crew leader for each crew to complete required schedules

The Account Manager must have a minimum of five (5) years supervisory experience. The Account Manager shall staff the Work Teams daily and visit each site weekly to identify the areas of each property that need attention. The Account Manager will then direct the Crew Leader of the Teams to perform the tasks necessary to keep the District properties in good order. During each site visit, the Account Manager will prioritize the needs of the property to determine the maintenance functions to be performed according to existing conditions. The Account Manager will verify that any work orders issued by the District have been completed to the District's standards. The Account Manager cannot be replaced without prior approval of the District. The District is also to be notified when members of the crew are replaced. The Account Manager must provide the District with a 24 hour on-call telephone number for emergencies.

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Look Ahead Schedule:

On Monday of each week the Account Manager will submit to the District a work schedule for each location for that week. This schedule will outline the specific tasks that will be completed at each location. This schedule will be used as a guide and reference for both the District and the Contractor to ensure that each property is being regularly monitored for maintenance issues.

Process for Signing In:

When arriving at a site to perform any type of work, the Crew Leader and work team members are required to sign in at the site Office. Upon leaving the site, the Crew Leader is required to sign out at the site Office. Under no circumstances should a crew be on site without following the proper sign in/sign out procedures.

EVALUATION AND AWARD

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

Evaluation of bids will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendations.

Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors according to criteria and/or questions vendors are asked, to present at the Vendor Presentation. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

EVALUATION CRITERIA

Phase One Criteria are listed below, in relative order of importance:

- A. Qualifications and Experience of the Firm
- B. Method of Approach
- C. Cost for Annual Service Based on Scope of Services Outlined in RFP
- D. Hourly Rates for Additional Services as Required.

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the material presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

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A. Qualifications and experience of the Firm

1. Recent Experience on Similar Projects for the Past Five (5) Years:

Provide detailed information of past experience in the performance of other projects of a similar nature to this solicitation. Identify the type of work, scope of work, and the location of work. Provide sufficient detail to illustrate the work scope and work quality requirements. A minimum of two similar projects shall be provided and at least one specific and/or individuals(s) shall be provided for each project to allow District to contact and verify performance.

2. Qualifications of Firm:

Submit qualifications of the firm and explain why your firm is especially qualified to perform the required services. Include the qualifications of any critical sub-contractors that will be involved in providing the required services.

3. Team's Experience and Qualifications

Provide experience and qualifications of key team members including license, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects, and the extent of team involvement, including time commitment. Describe experience and qualifications of the team in the following areas. Experience in Pre-Kinder through High School may be given higher scoring.

Project Manager

Project Superintendents

Project Foremen (Crew Leader)

And any full time members of the team assigned to the District

B. Method of Approach and Available Resources to Complete Work:

Describe the tools, resources and/or methodologies used by your firm in providing services under this contract. The description should demonstrate the firms' ability to provide a high quality work product in a timely and cost-effective manner. Identify the internal policies and procedures which will be used to assure a quality product and completion of the assigned tasks on schedule. Describe any special or unique knowledge, equipment, or techniques beneficial to the project that your firm will contribute.

C. Cost for Annual Service Based on Scope of Service Outlined in RFP

Provide cost (broken down by month) for furnishing all services and materials as described in this RFP.

D. Hourly Rates for Additional Services as Requested

Provide hourly rates and fee structures for any additional work as requested by the District outside the scope of services outlined in this RFP. If emergency rates are required, please list those rates separately.

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

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It is the intention of the District to award a multi-term contract, beginning July 1, 2022, or sooner depending upon the selected contractor's ability to start performing the services. However, no contract exists unless and until a purchase order is issued each fiscal year. The proposals will be initially evaluated for conforming to the requirements of the RFP, and then listed according to price.

4. AWARD BASIS -

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

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

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

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

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

The District reserves the right to request additional information from all offerors.

DISCUSSIONS/PRESENTATIONS AND BEST AND FINAL OFFERS (BAFOs)

The District may conduct discussions/presentations with responsive vendors that submit proposals to be determined to be reasonably susceptible of being selected for award to assure full understanding of, and responsiveness to the solicitation requirements. The District may also negotiate modifications to the vendor's proposal prior to final recommendation for award for the purpose of obtaining BAFOs. The BAFOs will be evaluated based on ranking of each BAFO from the Evaluation Team.

PROPOSAL CERTIFICATION

By submission of this proposal, the Offeror certifies that:

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

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

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

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

INSURANCE REQUIREMENTS

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

ADDITIONAL PRODUCTS OR SERVICES

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

PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

After contract award, the proposals shall be open for public inspection except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data (i.e. technical designs/information and key employees' information) remain confidential. If the Offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. The District will make a written determination pursuant to *Arizona Administrative Code R7-2-1006(C)*.

CONTRACT AND CONTRACT TERM

The awarded contract will be for the fiscal year 2021-2022 starting July 1, 2021 and ending June 30, 2022 with the option to renew for up to four (4) additional one (1) year fiscal year periods.

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

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PRICE ADJUSTMENT

The District may review a fully documented request for a price increase only after the contract has been in effect for the initial base year of the contract. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Vendor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Vendor may offer the District a price reduction at any time during the contract period.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the District.

PERSONAL CONDUCT AND EXPECTATIONS

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

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

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

LIENS

Bid is for labor, professional services, materials, machinery, fixtures and/or tools for publicly-owned District property. No lien rights are provided through this Contract so Contractor need not give the 20-day Preliminary Lien Notice identified in A.R.S. § 33-992.01 to the District. Instead, Contractor acknowledges and affirms that this bid is subject to the requirements of A.R.S. Title 34, Chapter 2 for employment of contractors for public buildings and improvements.

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:

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

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

SUSPENSIONS/DEBARMENT CERTIFICATION

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

TERMINATION FOR CONVENIENCE

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

GIFT POLICY

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

WARRANTY INFORMATION

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

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Provider's/Contractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with

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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 Provider agrees by acceptance of this order that no employee of the Provider or a subcontractor of the Provider, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The Provider further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

PROPOSAL PROTESTS

Any formal protest of a proposal must be filed in writing and submitted via US Mail or any courier service in a sealed envelope to Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award. NOTE: Protests must be filed according to R7-2-1142 and R7-2-1143 of the *Arizona Administrative Code*.

FEDERAL AND STATE REQUIREMENTS

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

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

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),
- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
- 10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").
- 11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871),
- 12) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

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OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____

Please Print

SIGNATURE _____ DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE (if applicable):

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT TWO (if applicable):

(Signature and Date)

ACKNOWLEDGEMENT OF AMENDMENT THREE (if applicable):

(Signature and Date)

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Contractor/Offendor Fingerprint Requirement

If likelihood of unsupervised contact is unknown:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for Subcontractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR or its employee(s), or Subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

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

If unsupervised contact is already determined as likely to occur:

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

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

Offeror Signature and Date: _____

Company Name: _____

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E-Verify Contract Language

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

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

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

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

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

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

Offeror Signature and Date: _____

Company Name: _____

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NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____ being first duly sworn, disposes and says:

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

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

the _____

(owner)

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

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

Company Name: _____

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Proposal Cost Form

Firm Name: _____

Signature: _____

Printed Name: _____ Date: _____

Monthly fee for Performance of Service as Outlined in RFP \$ _____

Hourly Rate for Emergency Storm Damage Work \$ _____

***The following documents are incorporated into and a part of solicitation documents:

Exhibit A : Itinerary

Exhibit B : District Map & Address

Exhibit C: District Calendar 2021-2022

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