



REQUEST FOR PROPOSALS

RFP No. 21-07

Material and/or Service: **MAINTENANCE, CUSTODIAL AND GROUNDS SERVICES**

RFP Due Date: March 26, 2021 Time: 2:00 p.m., Local Time

Opening Location: Santa Cruz Valley Unified School District No. 35
570 Camino Lito Galindo, Rio Rico AZ 85648

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.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 **Santa Cruz Valley Unified School District No. 35**, 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. If you need directions to our office, please call (520) 375-8272.

Pre-Proposal Information: Please bring a copy of this solicitation to the pre-bid meeting on **March 15, 2021 @ 10:00 A.M.** local time at 570 Camino Lito Galindo, Rio Rico AZ 85648 as we will be reviewing it during the meeting.

Proposals shall be in the 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 solicitation number and Offeror's name and address clearly indicated on the outer envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

This request for proposal (RFP) is being done by the Santa Cruz Valley Unified School District No. 35 as a member of the Strategic Alliance for Volume Expenditures (SAVE). While this RFP is for the Santa Cruz Valley Unified School District No. 35, Santa Cruz County as a member of SAVE has expressed interest in utilizing the resulting contract for the area of grounds. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations. Members of "SAVE", a group of schools/public entities, have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by Santa Cruz County, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Santa Cruz County would negotiate service with successful vendor(s) using the proposal pricing quoted herein. No volume is implied or guaranteed.

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

Questions regarding this Request for Proposal should be directed to:

Lourdes O'campo, Purchasing Technician
Email: locampo@scv35.org

This solicitation is being done by the Santa Cruz Valley Unified School District No. 35 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead public entity. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. No volume is implied or guaranteed.

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this RFP at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
<http://www.azed.gov/state-board-education/files/2014/05/r-7-2-art10-art11-adopted-4-28-14-final-clean-rule-effective-7-1-14.pdf>

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means 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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.

- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- L. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“Subcontract”** means 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.
- P. **“School District/Public Entity”** means the School District/public entity that executes the contract.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. 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 its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.
- B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and

effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

1. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the outer most envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarizing the Non-collusion affidavit, or other official contract form, the offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. **Additional Proposal Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). 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.
- F. Payment. 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 within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an Authorized District Representative's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance. For each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Lourdes O'Campo. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

1. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where

applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

3. **Costs and Payments**

- A. Payments. 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/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.

2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Santa Cruz Valley Unified School District #35 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:
 1. of a quality to pass without objection in the trade under the Contract description;
 2. fit for the intended purposes for which the materials or services are used;
 3. within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. adequately contained, packaged and marked as the Contract may require; and
 5. conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in sub-paragraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs applicable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. **Contract Termination**

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity 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 School District/public entity 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 School District/public entity, 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.

- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity 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 School District/public entity. 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 School District/public entity. 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. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

 - 2. Upon 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 School District/public entity.

 - 3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity reprocurring the materials or services.

- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

10. Cooperative Purchasing

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements for school districts. Strategic Alliance for Volume Expenditures (SAVE) is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
 - 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
 - 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 - 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
 - 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

11. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the

borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. Contractor’s Employment Eligibility

By entering 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.

13. Terrorism Country Di-vestments

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

14. Intentionally Omitted.

15. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with Governing Board Policies of Santa Cruz Valley Unified School District No. 35.

16. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District’s premises at any time without written approval of the District Representative.

Any breach of Contractor's or any subcontractor's warranty 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 as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

17. Clarifications/Discussions

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, in-formalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

18. Confidential Information

Confidential information request: If Offeror believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

19. Prohibition of Reprisals

Santa Cruz Valley Unified School District No. 35 is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;

- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

SPECIAL TERMS AND CONDITIONS

1. Insurance and Safety

A. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "Santa Cruz Valley Unified School District No. 35 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "Santa Cruz Valley Unified School District No. 35 is named as an additional insured with respect to liability arising out of the activities

performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

4. Property Insurance

Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

A. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

2. **Evaluation**

Representatives of the District will evaluate the proposals and determine which proposals are acceptable and which are unacceptable for further consideration. If multiple proposals are determined to be acceptable for further consideration, the District reserves the option to call for and enter into discussions (interviews) with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The evaluation criteria are listed below in relative order of importance.

District's assessment of the offerors:

- A. Abilities: to meet and satisfy the needs of the District, taking into consideration additional services, specialized services or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- B. Qualifications: to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence in providing these services to other school districts.
- C. Cost: While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- D. Response to the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

3. **Terms of Award**

It is the intent of the District to award a term contract for a period of one year. Starting **July 1, 2021** through **June 30, 2022**. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to four additional one-year contracts or any portion thereof. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

4. **Contract Award**

The District reserves the right to make a multiple award to more than one offeror. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

5. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Santa Cruz Valley Unified School District No. 35 will refer to the proposal number of this solicitation.

6. **Price Clause**

Prices shall be firm for the 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.

After initial contract term and prior to any contract renewal, the Santa Cruz Valley Unified School District No. 35 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 vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Santa Cruz Valley Unified School District No. 35.

7. **Brand Name or Equal**

Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict offers by other Offerors but are intended to approximate the quality design or performance which is desired. Any Proposal which proposes like quality, design or performance will be considered. If the description of the offer differs in any way, Offeror must provide complete detailed description of the proposed item(s) including pictures and literature where applicable.

8. **Fingerprinting Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5

working days from receipt of the request to supply adequate information or submit to fingerprint procedures defined by the District. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

Scope of Work

Intent of Specifications

The intent of these specifications is to describe the work that the successful proposer undertakes to do, in full compliance with the provisions herein contained. Contractor shall provide all supervision, management, direction, and control necessary to perform the work under the contract. Contractor shall do all the work provided in these specifications and shall do additional extra and incidental work as may be considered necessary from time to time to complete the work in a satisfactory manner.

Estimated square footage is provided; however, measurements should be verified, as the school district will not be responsible for any shortages or overruns because of a discrepancy of quoted square footage. As a result of current Bond projects, square footage is expected to increase in Fall of 2021.

Nature of Work

Contractor shall be responsible for the performance of such activities as may be required to ensure District's facilities maintain a clean, orderly, safe, cost-effective and instructionally supportive environment for students and staff by creating a physical setting that is appropriate and adequate for learning inside and outside the classroom. In preparing the following list, while District has attempted to be as comprehensive as possible, due to the nature of maintenance, custodial and grounds work, it is possible that certain normal and customary responsibilities of a school custodian have been omitted. This omission is not intentional and such duties and responsibilities shall be considered as part and parcel of the schedule of duties contained herein as if fully set forth herein and remain the responsibility of the Contractor.

The District representative shall have the right to require Contractor's personnel to perform other duties for all District sanctioned events including, but not limited to: set-ups, tear downs, and prompt clean up for athletics and special events, etc. on the premises as deemed desirable or necessary and Contractor shall promptly comply with such requirements. The successful offeror will provide all labor, materials and supplies for maintenance, custodial and grounds.

School Facility Maintenance Plan

Contractor shall maintain a computerized maintenance management system to develop an effective school facilities maintenance plan that include but is not limited to the following components:

- Comprehensive preventive maintenance for: boilers, electrical systems, energy management, fire alarms, floor coverings, gym floors, Heating, Ventilation and Air Conditioning (HVAC) systems, hot water heaters, painting, plumbing and roof repairs.
- Winterization program
- Comprehensive sanitation plan to prevent the spread of infectious diseases. Including: cleaning, disinfection and sanitation schedules daily.
Use of cleaning and disinfecting agents that are approved by the Center for Disease Control for infectious disease control
- Contribute to the District's instructional effectiveness and financial well-being.
- Provide janitorial services to all areas of the district.

- Improve the cleanliness, orderliness and safety of the District's facilities and grounds.
- Reduce operational costs and life cycle cost of a building.
- Submit to District 30 days prior to fall, winter, spring and summer school closures a detailed list of scheduled projects.
- Provide assembly services for furniture and adaptive equipment.

Custodial Activities

Contractor will be responsible for all aspects of cleaning including summer and/or inter-session activities. Contractor shall develop a schedule to define the frequency of each task and area including deep cleaning twice per year. Furthermore, Contractor will provide and have adequate stock of hand sanitizing dispensers and hand sanitizing refill products included in the comprehensive plan for custodial activities. The Contractor will use approved microfiber cleaning cloths and mops and will frequently consult with the District Representative on product use (s) and site specific needs. The Contractor shall provide a schedule of daily cleaning and identify touch points (i.e door knobs, counter tops, desks, shared electronic equipment, toys, playground equipment, chairs, sinks, athletic equipment, etc) and high contact areas (cafeterias, multi-purpose rooms, athletic facilities (i.e. locker rooms, gyms) to be cleaned and disinfected along with a daily schedule of floor maintenance (mopping, vacuum, etc) and will comply and follow all center for disease control protocols when cleaning school facilities.

Grounds Management

The entire school grounds and landscape must be properly maintained on a routine, preventive basis. The contractor shall develop a schedule to maintain the client's playground fields, courtyards, sports turf, athletic playing fields and landscape. Schedule should include items listed below:

- Soil Testing: Minimum requirement is annual soil testing.
- PH Balance: Minimum requirement is to apply late fall or after aeration.
- Fertilizer: Minimum requirement is six fertilization a year. Fertilizer types and frequency is dependent on turf type, site conditions, and amount of play.
- Prep fields according to the athletic schedules and other school calendared events, in accordance with expectations detailed in the Use of Facilities Request Form

Contractor shall provide all necessary tools, treatment materials etc. for the above listed items and shall be responsible for the repair and maintenance of all mechanical equipment including but not limited to; lawn mowers, tractors, trucks, trailers, etc.

Managing Facilities Service Agreement

Contractor's on-site manager shall meet twice a year to identify and review service agreements with the Business Office. Contractor's on-site manager will manage these contracts and advise the District if there is a need to modify them to better meet the needs of the District. Contractor's on-site manager shall not engage in any service before having an approved purchase order issued by the District (if applicable).

Work Order System

Contractor must have an automated work order system. At a minimum system should account for:

- Date the request was received
- Date the request was approved
- Job tracking number
- Job status (received, assigned, ongoing or completed)
- A defined standard expectation for each work order to be completed and/or a process for notifying submitters of an expected completion date.

Project Management

Contractor's on-site manager shall provide project management services for small projects (defined as any project able to be completed during regular work hours over a 30 day period). Contractor shall provide a schedule of fees for project management services that exceed the definition of small project.

Maintenance and Operations Manual

Contractor shall have a policies and procedures manual that governs its day-to-day operations. The manual should be readily accessible and reviewed with District administrators at a minimum once a year.

Inspections and Walk-thru

Contractor's on-site manager shall conduct a daily inspection of the premises to insure compliance with the required scope of work and shall maintain written records of these inspections. A copy of the inspection report shall be reviewed with the District's facility liaison on a regular basis. Inspections should be both visual (i.e. how things look) and operational (i.e. how things work) and should result in work orders for items requiring service or repair.

Contractor's on-site manager shall develop a schedule with the District's facility liaison to conduct walk-thru inspection of the work. Any deficiencies identified shall be corrected by the Contractor to the satisfaction of the School District.

Principals and District Administrators shall inspect on an as needed basis and at random intervals.

A Safe Environment for Learning

Contractor's on-site manager shall be responsible for the implementation of numerous environmental regulations governing District facilities and grounds. Contractor shall become aware of these requirements from regulatory agencies and the Arizona School Facilities Board to ensure a safe environment for our students. This should include monitoring of indoor air quality, asbestos, water management and waste management. Contractor shall have a training program in place for staff to recognize environmental hazards.

Securing District Facilities

The Contractor will be held completely responsible for internal and external area security while his/her employees are the only occupants of the building.

For all District sites, the Contractor will be responsible for locking and securing all gates and doors prior to leaving the building. All classrooms are to be secured as soon as work has been completed; no rooms are to be left unlocked or opened unless they are in the process of being cleaned.

Keys

Contractor shall be held strictly responsible for keys issued to their staff to provide access for the performance of the work. Contractor shall at all times place the keys in a secured location as specified by the District. At no time shall the Contractor duplicate any keys without the approval of the Superintendent. In the event any keys issued to the Contractor are lost, the Contractor will be responsible for re-keying the building as directed by the Governing Board.

Contractor will be held strictly responsible for the security of the building, i.e., all doors and windows closed and locked, lights turned off, etc. at the end of each day's work, except as otherwise specified herein.

Respecting the Standard

All contractor’s personnel are expected to maintain the key system and hardware (including padlocks) at each building. Key systems and hardware shall not be modified without prior approval by the Superintendent. Contractor shall not install products that do not follow the original hardware standard. Respecting the original standard is the only way to ensure that the quality and compatibility of the locks is consistent, and that helps protect students and staff.

Storage of Materials and Inventory Controls

Contractor shall be responsible for coordinating delivery and off-loading of Contractor owned materials. Contractor shall demonstrate good inventory controls to prevent losses.

Storage and set-up locations should be agreed upon by the District’s representative. Storage in unauthorized areas is prohibited.

Hazardous materials shall be identified, stored and used in compliance with applicable safety regulations.

Janitor's closets are to be maintained in a neat, clean and safe condition.

Supplies and Materials

All supplies for all areas (maintenance, custodial and grounds) shall be provided by the Contractor.

Contractor's shall complete a materials and equipment list and submit with their proposal. The contractor shall comply with all requirements of the Employee's Right to Know Law and shall maintain the copies of all hazardous materials data sheets. The District in its discretion reserves the right to reject any products and specify other products deemed in the best interest of the school District.

Cycles

The contractor shall develop a schedule of projects by site. A copy of this schedule shall be provided to each site principal and monitor during regularly scheduled meetings. This is to ensure that the work is performed on a regular basis with relatively equal time lapses between cycles. The Contractor shall plan projects work in a way that will not interfere with the hours of instruction. The contractor will follow the agreed-upon schedule for all periodic projects.

Work Schedules

The administration and staff working areas are used every day except on legal holidays and other specified dates during District recesses. The present schedule of legal holidays is as follows:

- | | |
|-----------------|------------------------|
| New Year's Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Spring Holiday | Labor Day |
| Memorial Day | Christmas Day |
| July 4th | Martin Luther King Day |
| Veterans Day | Columbus Day |

Work schedules may vary on dates scheduled for school activities and rental activities during the work week. It will be the contractor's duty to schedule work forces to include this area after such activities.

The Contractor shall assign personnel needed to complete the maintenance, custodial and grounds of the building according to the specifications. The Contractor must assure that a sufficient number of employees are present to perform and complete required work within the time period specified. Failure of the Contractor to assure a sufficient number of employees will substantially influence the District's determination as to whether the Contractor has failed to perform or satisfactorily perform his duties and responsibilities under this contract.

Sites

Schools and/or other locations may be added or deleted from this contract, either at the time of annual renewal, or during the current contract year. All property listed below is located in Rio Rico AZ 85648.

Site	Grades	Address	Enrollment	Year(s) Built	Square Footage
San Cayetano Elementary	K-5	490 Avenida Coatimundi	380	2009	43,863
Mountain View Elementary	K-5	580 Camino Lito Galindo	370	1979 & 1987	41,805
Calabasas	PS-8	131 Camino Maricopa	1011	2004	128,254
Coatimundi Middle School	6-8	1412 W Frontage Rd.	505	1950, 1970, 1972, 1976	80,708
Rio Rico High School	9-12	590 Camino Lito Galindo	1261	1995	168,660
CTE Agricultural Center	9-12	1401 E Frontage Rd.			
Curriculum Office		1374 W Frontage Rd.		1998	1,719
Transportation Offices and Maintenance Shop		1417 W Frontage Rd.		1960 & 2010	7,077
Central Warehouse & Central Kitchen		1374 W Frontage Rd.		1980	6,119

District Office		570 Camino Lito Galindo		2010	6,000
Storage Unit		1412 W Frontage Rd.,		2011	5,000

Proposal Requirements

Five (5) copies of your proposal, 1 original and 4 copies, must be submitted. Bids shall be submitted in 3-ring binders only. Please do not spiral bind or comb bind bid packages. The Santa Cruz Valley Unified School District No. 35 will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1 A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

- Tab 2 The form of contract for any award made as a result of this RFP will be a district purchase order (issued annually), referencing this proposal, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

- Tab 3 Cost Form (page 33)
Offer and Acceptance Form (page 34)
Non-collusion Affidavit (page 36)

Cost Form

Tab 3

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Addendum Acknowledgement: I/We have received and consider addenda through Addendum # _____

Name of Company Proposing	Date Signed				
Authorized Signature/Local Representative	Telephone/Fax Number				
Type Name and Position Held with Company					
Mailing Address	City		State		Zip

OFFER AND ACCEPTANCE

Tab 3

CERTIFICATION

By signature in the Offer section below, the offeror 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 State Executive Order 2009-9, 2000-4 or A.R.S. §§ 41-1461 through 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 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. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

Arizona Transaction (Sales) Privilege Tax License Number:

Federal Employer Identification Number: _____

Tax Rate: _____ %

_____ Company Name

_____ Address

_____ City

_____ State

_____ Zip

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

_____ Signature of Person Authorized to Sign Offer

_____ Printed Name

_____ Title

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.

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

NON-COLLUSION AFFIDAVIT

Tab 3

State of _____)
County of _____) ss.

(Print Name of Person Authorized to Sign Offer)

(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2021

Signature of Notary Public in and for the

State of _____

County of _____

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

SEALED PROPOSAL

Submitted by:

Company Name:

Address:

City, State, Zip:

**RFP #21-07 Proposal Name Maintenance,
Custodial and Grounds Services**

Due Date:

March 26, 2021 at 2:00 p.m. local time

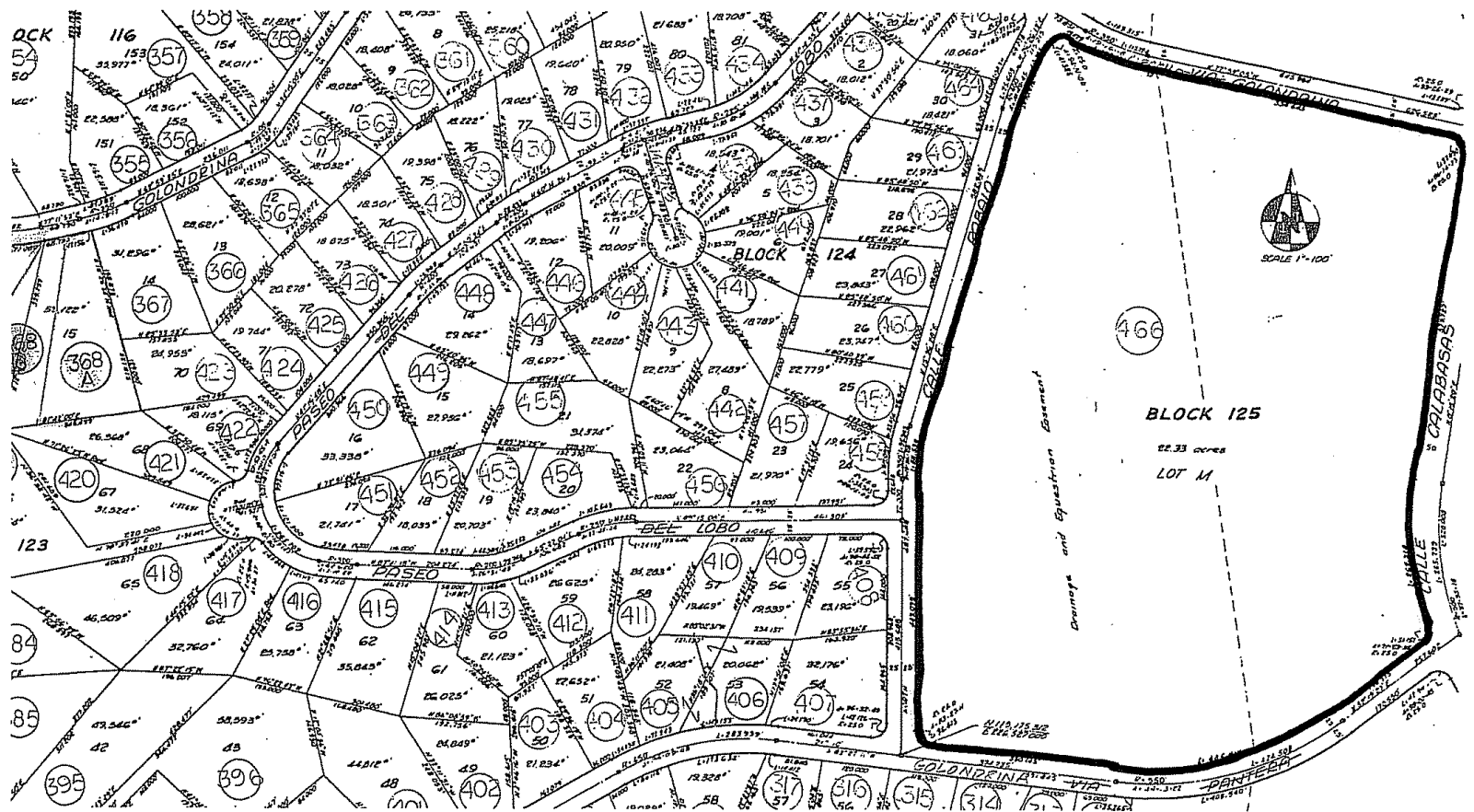
Santa Cruz Valley Unified School District #35
Attn: Lourdes O'campo, **Purchasing**
1374 W Frontage Rd., Rio Rico AZ 85648
Rio Rico, AZ 85648

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

EXHIBIT
A



Source: Esri, DigitalGlobe, GeoEye, I-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**SANTA CRUZ COUNTY ASSESSOR
PROPERTY PROFILE**

Account #: R000024404	Local #:	Parcel #: 11516466
Tax Year: 2016	Levy: 0.000000	# of Imps:
Tax Dist: 3502	Map #: 16	LEA: 0607
PUC: 0013	Initials:	Acct Type: County
Assign To: UnAssigned		Created On:
		Active On: 02/21/2012
		Inactive On:
		Last Updated:

Owner's Name and Address	Property Address
SANTA CRUZ COUNTY	Street: 1068 CIRCULO GOLONDRINA
ROBERT DAMON PARK	City: RIO RICO
2150 N CONGRESS DRIVE	Business Name
NOGALES, AZ 85621 -	ROBERT DAMON PARK

Sales Summary

Sale Date	Sale Price	Deed Type	Reception #	Book	Page #	Grantor
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Legal

SUB RIO RICO ESTATES UNIT NO.13 LOT M OF BLK 125

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
11	23S	13E				

Subdivision Information

Sub Name	Block	Lot	Tract
RIO RICO ESTATES UNIT #13	125	M	

Land Valuation Summary

Land Type	Abst Cd	Value By	Net SF	Measure	# of Units	Value/Unit	Actual Val	Asmt %	Assessed Val
Vacant	02RL	Market	972,695	Acres	22.330000	\$2,300.00	\$51,359	15.00%	\$7,704
Class	0			Sub Class	0				
Land Subtotal:					22.33		\$51,359		\$7,704

Land Attributes

Attribute	Description	Adjustment
Access	Paved	0.000000

Improvement Valuation Summary

Imp #	Property Type	Abst Code	Occupancy	Actual Value	Asmt %	Assessed Val*
Improvement Subtotal:				\$0		\$0

Total Property Value

Total Value:	\$51,359	\$7,704
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*Approximate Assessed Value

CURRENT STAFFING

Grounds	FTE	Hrs/Day	Days/Yr	Hire Date
Groundskeeper	1	8	261	3/10/2014
Groundskeeper	1	6	261	8/4/2014
Groundskeeper	1	8	104	7/1/2011
Groundskeeper	1	8	261	8/5/2015
Groundskeeper	1	8	261	4/6/2012
Rio Rico High School	FTE	Hrs/Day	Days/Yr	Hire Date
Foreman	1	8	261	8/4/2014
Custodians	1	8	220	12/9/2011
Custodians	1	8	220	10/12/2015
Custodians	1	8	220	2/13/2015
Custodians	1	8	220	10/23/2015
Custodians	1	8	220	2/11/2011
Calbasas PS-8	FTE	Hrs/Day	Days/Yr	Hire Date
Foreman	1	8	261	1/19/2010
Custodians	1	6	220	1/19/2010
Custodians	1	8	220	7/1/2011
Custodians	1	8	220	8/16/2013
Custodians	1	8	220	11/2/2007
Coatimundi Middle School	FTE	Hrs/Day	Days/Yr	Hire Date
Foreman	1	8	261	11/6/2007
Custodians	3	8	220	7/25/2011
Mountain View Elementary	FTE	Hrs/Day	Days/Yr	Hire Date
Foreman	1	8	261	7/1/2011
Custodians	1	8	220	7/1/2011
Custodians	1	8	220	8/5/2014

San Cayetano Elementary	FTE	Hrs/Day	Days/Yr	Hire Date
Foreman	1	8	261	7/1/2011
Custodians	1	8	220	5/4/2012
Custodians	1	8	220	10/29/2015
District Wide	FTE	Hrs/Day	Days/Yr	Hire Date
Maintenance Technician	1	8	261	2/11/2011
Administrative Assistant	1	8	261	7/16/2007
Substitutes - District-wide	FTE	Hrs/Day	Days/Yr	Hire Date
Custodians	n/a	n/a	n/a	12/28/2015
Custodians	n/a	n/a	n/a	11/25/2015
Custodians	n/a	n/a	n/a	3/10/2016
Custodians	n/a	n/a	n/a	3/9/2016

GROUNDS

Surface Type	Rio Rico High School	Coatimundi Middle School	Calabasas PS-8	Mountain View Elementary	San Cayetano Elementary	District Office	Central Kitchen	Transportation	Sq. Ft.	Acres	Current Service Level
Sports Field	264,015	67,864	212,244		92,147				636,270	14.61	Regularly mowed turf grass acres
Turf- Lawn	247,916		61,353	4,325	2,950				316,544	7.27	Regularly mowed turf grass acres
Turf - Playground			243,763	140,166	77,876				461,805	10.60	Regularly mowed turf grass acres
Turf- Utility					156,228				156,228	3.59	Occasional policing , weed control & utility mowing
Playground		1,323	9,834	11,000	13,607				35,764	0.82	Sand/impact media
Rocks cape	121,957		5,002	55,780	37,602	8,700	46,404		275,445	6.32	Regularly maintained non-turf landscape areas
Non-turf Utility	33,487				28,905				62,392	1.43	Regularly maintained non-turf landscape areas
Beds	14,846	5,075	91,553		2,500	171			114,145	2.62	Regularly maintained non-turf landscape areas
Undeveloped Lawn					29,049				29,049	0.67	Regularly maintained non-turf landscape areas
Undeveloped Periphery	619,431	124,648	52,290	5,750	211,377	12,058	9,500	22,665	1,057,719	24.28	Occasional policing , weed control & utility mowing
Native/slope/wash	293,185	172,245	387,387	332,449	215,027	135,893	40,041	62,865	1,639,092	37.63	Occasional policing
Stadium Track	57,312								57,312	1.32	Running track
Totals	1,652,149	371,155	1,063,426	549,470	867,268	156,822	95,945	85,530	4,841,765	111.15	

Federal Funds

A. Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Santa Cruz Valley Unified School District No. 35 expends federal funds, Santa Cruz Valley Unified School District No. 35 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

B. Equal Employment Opportunity

It is the policy of Santa Cruz Valley Unified School District No. 35 not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (B) above, when Santa Cruz Valley Unified School District No. 35 expends federal funds on any federally assisted contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

C. Rights to Invention Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by Santa Cruz Valley Unified School District No.35, Vendor certifies that during the term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

D. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by Santa Cruz Valley Unified School District No. 35, Vendor certifies that during the term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

E. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by Santa Cruz Valley Unified School District No. 35 Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- (4) **Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor**

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Santa Cruz Valley Unified School District No. 35 for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.