



CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT #16

2101 E. RIVER ROAD, TUCSON, AZ 85718
(520) 209-7500 (520) 209-7570 FAX www.cfsd16.org

NOTICE OF REQUEST FOR PROPOSAL

Material and/or Service: District Pest Control and Termite Services

RFP Number: 25-02-30

Proposal DUE DATE/TIME: THURSDAY, February 13, 2025, at 2:00 P.M. Arizona Time

**Pre-proposal Meeting: Pre-Bid Tour of Sites/Meeting Wednesday, January 22, 2025, at 9:00 A.M.
Meet at Murphey Administration Center, 2101 E River Road,
Tucson, Arizona 85718**

**Opening Location: Catalina Foothills School District Office
Purchasing Department
2101 East River Road
Tucson, AZ 85718**

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. Competitive sealed proposals for the material or services specified will be received by the **Catalina Foothills Unified School District No. 16**, 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 will remain confidential until the award is made. **If you need directions to our office, please call 520-209-7500.**

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

Proposals must be submitted in a sealed package with the Request for Proposal Number and the Offeror's name and address clearly indicated on the outside of the package. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

Full Proposal documents may be reviewed online at Catalina Foothills Unified School District No. 16 website: www.cfsd16.org to access as follows: select Administrative Services; then Financial Services, and then click on appropriate bid number or via www.azpurchasing.org.

Proposals will be opened publicly on Thursday, February 13, 2025, at the District Office, 2101 E. River Road, Tucson, Arizona, at 2:00 P.M. (Arizona Time).

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

Questions regarding this Request for Proposal should be in writing and directed to: Carolyn Seivert, Procurement Specialist at cseivert@cfsd16.org. **DEADLINE FOR QUESTIONS: WEDNESDAY, JANUARY 29, 2025 AT 10:00 A.M. (Arizona Time).**

Authorization: _____ Signature on file _____ January 13, 2025
Lisa Taetle, Director of Finance _____ Date

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at
<http://www.azleg.state.az.us/arizonarevisedstatutes.asp?Title=33>.

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
<http://www.azsos.gov/sites/azsos.gov/files/arizona-administrative-procedure-act.pdf>.

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at the end of this document.

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

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 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 to the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- 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. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **“Solicitation Addenda”** 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”** means the Catalina Foothills Unified School District No. 16 (CFSD) that executes the contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. 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 inquiries 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 inquiries 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, or as otherwise stated in the solicitation. 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 Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Addenda. The Solicitation shall only be modified by a Solicitation 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 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.

2. 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 School District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Addenda. Unless otherwise stated in the Solicitation, each Solicitation 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 Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts 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 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 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;
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).

N. 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 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 will make reasonable efforts to secure such funds.

3. 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 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. 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. Sealed Envelope or Package.

D. 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 School District shall not unreasonably withhold approval.

E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Proposal 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 as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. The School District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code.

F. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; 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; and
3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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; and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or 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.
5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the School District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

4. 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 when 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. No tax shall be levied against labor.
- 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 numbers 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 reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the School District 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. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District'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 School District Representative 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 July 1, 2025.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board as required by board policy.

6. 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. A protest of a proposed award or of an award shall be filed with the Director of Finance, Lisa Taetle, 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 TERMS & 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. 99-4, 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 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 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. 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.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. ***The Purchase Order number must be referenced on the invoice.***
- B. Delivery. Unless stated otherwise in the contract, all prices shall be F.O.B destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District 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 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 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.

D. 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 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 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 of 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 authorized School District Representative.

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 into by the School District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Catalina Foothills Unified School District No. 16 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 School District, its

officers, officials, agents and employees for losses arising from the work performed by the Contractor for the School District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District 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 of materials furnished or work performed under this Contract. The School District 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 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 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 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 subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- 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 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's Contractual Remedies

- A. Right to Assurance. If the School District 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The School District 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 incurrence of costs allocable 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 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 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 shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District 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 and A.A.C. R7-2-1087 (F) the School District 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 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. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Cancellation for Bankruptcy or Acquisition. The School District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection or is acquired by an independent third party.
- D. Gratuities. In accordance with A.A.C. R7-2-1087(H), the School District may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, 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.

- E. Debarment and Suspension. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District 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.

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 (E) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity 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.

- F. Termination for Cause or Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. 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.

G. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District 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.
3. The School District 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 for any excess costs incurred by the School District reprocurring the materials or services.

- H. 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. Federal Funding Requirements

- A. Affordable Care Act. The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole

responsibility for providing health care benefits for its employees who provide services to the School District as required by State or Federal law.

- B. Certification of Compliance with Buy America Provisions. (All Food Purchases Only) Federal Procurement of Food 7 CFR 210.21 & 7 CFR 220.16 (d) "Buy American" The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products "SUBSTANTIALLY" (over 51%) processed in the United States. Exceptions to the Buy American provision should be used as a last resort, an Alternative or exception may be approved upon written request before item is delivered and documentation kept.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Public Entity expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- D. Davis-Bacon Act. When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Public Entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Public Entity expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- E. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708) Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Public Entity expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Public Entity resulting from this procurement process.

- F. Rights to Inventions 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 subrecipient 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 subrecipient 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 (F) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

- G. Clean Air Act and Federal Water Pollution Act. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Public Entity, Vendor certifies that during the term of an award for all contracts by Public Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- H. 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 (H) above, when federal funds are expended by Public Entity, Vendor certifies that during the term and after the awarded term of an award for all contracts by Public Entity 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 subrecipients shall certify and disclose accordingly.

- I. Procurement of Recovered Materials. When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (I) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

- J. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- K. Ban on Foreign Telecommunications. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- L. Contractor Violation or Breach of Contract Terms. Contracts for more than the simplified acquisition threshold currently set, 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 (L) above, when a Public Entity expends federal funds, the Public Entity 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.

10. 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.

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. Gift Policy

The Catalina Foothills Unified School District No. 16 will accept no gifts, gratuities or advertising products from vendors. The School District has adopted a zero-tolerance policy concerning vendor gifts. The School District may request product samples from vendors for official evaluation with disposal of those samples at the discretion of the Procurement Officer.

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

Should the School District suspect or find that the contractor or any of its subcontractors are not in compliance, the School 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.

14. Terrorism Country Divestments

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

15. Federal Immigration and Nationality Act

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees and that they have verified employment eligibility of each employee through the E-Verify program. The School District may, at its sole discretion, require evidence of compliance during the evaluation process. Should the School District request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

16. Fingerprint and Background Check Requirements

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 shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Alternately, the School District may fingerprint those persons or employees. A fingerprint check shall be made in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District. All costs associated with verification and any remedies are the sole responsibility of the contractor and any proposed subcontractor. ***Fingerprint clearance must be obtained prior to working on the School District grounds.***

17. Registered Sex Offender Restriction

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, pursuant to A.R.S. § 13-3821, will perform work on School District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the School District's discretion.

18. Clarifications/Discussions

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the School 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.

19. Confidential Information

Confidential information request: If Offeror believes that its proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, 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.

20. Prohibition of Reprisals

Catalina Foothills Unified School District No. 16 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.

21. Scrutinized Business Operations

Per A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

Per A.R.S. § 35-393, the Bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel

Per A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.

SPECIAL TERMS AND CONDITIONS

1. SPECIFICATIONS

Purpose

It is the School District's intent to contract for the implementation of an Integrated Pest Management and Warranty Program, including termites at all sites owned by the School District. It is the goal of Catalina Foothills School District to bring all pest control services and termite treatment/warranties under one company.

Additional Services

The School District reserves the right to add related materials and/or services to the contract at any time during the contract period. The School District shall contact the awarded vendor(s) for prices prior to adding

any materials and/or service, and at Catalina Foothills Unified School District No. 16 sole option, accept the quoted price or purchase elsewhere those materials and/or services.

Delivery

Services must be received within the times agreed to by the School District and the Offeror. Decisions relative to compliance with contract services and times will be made by the School District and shall be final. The items on this contract shall be delivered per the specifications and instructions.

Contract Liaison

The Contract Liaison for any contract awarded under this Request for Proposal will be Lisa Taetle, Director of Finance. The Contract Liaison shall act as the School District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the vendor with general guidance as to the contract performance. Changes to an awarded contract shall be effective only upon written approval from the School District's Procurement Department.

Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the School District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such transportation liability insurance as will fully protect Offeror and the School District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School District.

Catalina Foothills Unified School District No. 16 shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- Successful Offeror will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than \$1,000,000 per occurrence.
- Successful Offeror will be required to provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of \$1,000,000 per injury.

The School District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.

Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the School District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present.

2. ACCEPTANCE OR REJECTION OF PROPOSALS

Catalina Foothills Unified School District No. 16 reserves the right to reject any or all proposals and to waive any informalities in the Proposals received. The award of the Contract, if made by the School District, will be made to the responsive and responsible Offeror based on the respective selection committee's evaluation of the information submitted.

3. EVALUATION AND AWARD

In accordance with A.A.C. R7-2-1042 (A.1.v) the School District shall not consider partial for award of a contract under this RFP.

The School District intends to contract with the qualified firm(s) whose proposal is deemed to be most advantageous to the School District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposal will be given consideration. The School District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the Offerors letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the Offerors formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted in strict compliance with all terms and conditions.

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

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

The School District may conduct formal discussions (interviews) with those Offerors that are selected into the Phase Two portion of the evaluation. Upon the conclusion of Phase Two activities, the School District shall re-score the short-listed vendors. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

It is the intention of the School District to award a contract effective July 1, 2025 and continuing until June 30, 2026. *If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts.* However, no contract exists unless and until a purchase order is issued each fiscal year. The proposals will be initially evaluated for conforming to the requirements of the RFP.

Evaluation Criteria

- Responsiveness: Clearly stating and understanding the scope of work and in meeting the requirements of the RFP. School District’s overall assessment of the Offeror’s abilities to meet and satisfy the needs of the School District.
- Qualifications: Offeror will provide background, qualifications of provider, staffing, list of personnel assigned for direct work at School District sites (minimum of two active and one back up applicator).
- Past Performance/References: Provide a minimum of five (5) references to demonstrate competency in past performance. The quality of the Offeror’s references will be considered as well as their responses.
- Price: This solicitation will be evaluated on price, but price will not be the only factor in determining the winner.

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

5. TIMELINES

ACTIVITY	DATE
RFP Release Date	Monday, January 13, 2025
Pre-Proposal Conference	Wednesday, January 22, 2025 at 9:00 A.M.
Written Questions Due	Wednesday, January 29, 2025 by 10:00 A.M. (Arizona Time)
RFP Due Date	Thursday, February 13, 2025 at 2:00 P.M. (Arizona Time)
Evaluation Forms Due	Wednesday, February 26, 2025
Short List Notification	If needed
Short List Interview	If needed
Governing Board Approval	March of 2025

*These dates are estimates only and are subject to change without prior notice.

MULTIPLE AWARDS

A contract under this proposal may be awarded to multiple vendors. The successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Catalina Foothills Unified School District No. 16 reserves the right to award as many term contracts for the services as may be in the best interest of the School District. Award will not be made based on price alone.

The School District reserves the right to make a multiple award to more than one supplier at the discretion of the Governing Board. The award will be limited to the least number of suppliers that the School District determines is necessary to meet the needs of the School District.

The School District expects to initially contract with the firm who has been determined to be the top ranked firm. If expectations were met, the School District would continue with the same firm.

If necessary, the School District may contract with the firms of lower rank at any time due to poor performance by the top ranked firm. Reasons may include untimely or unsatisfactory work, or if it is in the best interest of the School District to do so.

6. BILLING

All invoices shall be submitted to the attention of: Accounts Payable, 2101 E. River Road, Tucson, AZ 85718. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Catalina Foothills Unified School District No. 16 will refer to the RFP number of this Proposal.

7. 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. Include applicable sales taxes in the proposal and do include departure tax and airline fuel taxes.

*After initial contract term and prior to any contract renewal, the Catalina Foothills Unified School District No. 16 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 School District concurrent with its announcement to other customers. **Price increases should be submitted by February 1st with an effective date of July 1st to CFSD Administration.***

8. AWARD

It is expected that the award for this contract will be made in March of 2025. The School District reserves the right to ask for a best and final offer.

SCOPE OF SERVICES:

It is the intent of the Catalina Foothills Unified School District No. 16 to seek the services of a licensed pest control firm (Pest Control Company) to perform Integrated Pest Management and Warranty Program, including termite services at all sites owned by the School District. The School District is comprised of four (4) elementary school sites, two (2) middle school sites, one (1) high school site, one (1) early learning center, one (1) district office, one (1) facilities office, and one (1) transportation center. A description of each site name and location is available within this RFP.

1. Service will include all professional services, skilled labor, materials, equipment, tools, insurance, permits and other fees to render the services according to the specifications and conditions contained herein.
2. It is the responsibility of the Pest Control Company to inspect all sites covered under the scope of services and to become familiar with any and all local conditions which might impact the provision of services and the Pest Control Company's proposed costs. **Current termite warranted areas** (as noted on the cost sheet provided in this RFP) to be inspected if required by the Pest Control Company in order to assume warranty responsibility. Additional monies will only be provided for new infestation areas not specified in proposal documents as under current warranty. New termite infestations will be quoted at the "linear foot rate" and will have an initial two-year warranty. The Pest Control Company will need to provide a yearly renewal cost after the initial warranty has expired. After the initial two-year warranty, the warranty will then be added to existing warranted areas at the yearly renewal rate.
3. The Pest Control Company will inspect all indoor and outdoor areas within fifty (50) feet of structures at each site monthly. All indoor areas and outdoor areas within ten (10) feet of a structure must be kept pest-free including rodents for the duration of the contract. The Pest Control Company will guarantee pest eradication and stop re-occurrences in all indoor and outdoor areas for the duration of the contract. If pests reappear the Pest Control Company will provide re-treatment to the area at no additional cost to the School District based on the time frames stated within this Scope of Services.
4. Exterior Treatments: Visual inspection of all buildings on each campus throughout the School District will be required monthly. Additionally, conditions conducive to insect/rodent habitation will be documented and reported to the Facilities Department.

The Pest Control Company must be an authorized operator by Dow AgroScience to maintain the Sentricon System located at Manzanita Elementary School. This system must be inspected monthly.

5. Interior Treatments: Visual inspection of all buildings on each campus throughout the School District will be required monthly. Additionally, conditions conducive to insect/rodent habitation will be documented and reported to the Facilities Department.
6. The Pest Control Company will provide each site with a binder for tracking Material Safety Data and all service treatments for that site.

7. Regular service will be defined as:

- A. Pesticide application shall be according to attached schedule. As a rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation are acceptable with approval from the Facilities Department with an approved work order.
- B. Monthly inspections and applications as per attached schedule, when necessary, around the outside of all buildings, including around portable buildings and all dumpsters.

- C. Monthly inspections and applications of grounds where infestations have occurred until the infestation has been absent for a period of sixty (60) days.
- D. An expanded site inspection of all sites is required on a quarterly basis for underground rodent nesting. These inspections may be done during normal monthly pest service treatments, but on a quarterly basis. Inspections will consist of a perimeter walk of one hundred (100) feet out from structures or to School District property lines. This quarterly inspection shall be included in the normal pest control services fee. Eradication of underground rodent nesting will be requested. (Refer to fee schedule sheet within this RFP.)
- E. Spraying inside buildings only as required by the Facilities Department.

The Pest Control Company must make a visual inspection of the inside of all buildings, including all restrooms, utility rooms, lounge areas, custodial closets and storage rooms, classrooms, multipurpose rooms, offices, etc. monthly and recommend treatment at that time if it appears warranted. The Pest Control Company will notify the School District immediately if sanitation or other in-house conditions become a problem to the extent that the Pest Control Company cannot maintain a satisfactory level of pest control.

The Pest Control Company must spray inside buildings upon request by the Facilities Department (under no circumstances is the Pest Control Company to spray inside a building without the consent of the Facilities Department).

The Pest Control Company shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

- F. Spraying all kitchens, cafeteria, dining and other food service areas, inside and outside will be done monthly. Spraying inside any School District food service area, whether on a regularly scheduled or as needed basis, will require the approval of the Food Service Management Company Supervisor.
- G. All re-treatments will be requested by the Facilities Department (and Food Service Management Company Supervisor) if it involves a food service area.
- H. All requests for a special spraying if an area (inside or outside) develops a pest control problem between regular monthly treatments must be according to the following time frames: An infestation that is generally considered hazardous or harmful to humans (i.e., black widow or brown recluse spiders, scorpions, bees, wasps, mosquitoes, and other stinging insects, including ants, etc.) must be treated the same day if reported by 10:00 a.m. and no later than 8:00 a.m. the following morning if reported after 10:00 a.m.

An infestation that is generally considered non-hazardous or harmful to humans must be treated within forty-eight (48) hours of the request.

- I. The Pest Control Company shall not store any pesticide product on School District premises. When pesticide use is necessary, the Pest Control Company shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Chemicals to be utilized must be approved by the Facilities Department of Catalina Foothills Unified School District in advance.

8. General Requirements:

- A. The Pest Control Company will comply with all local, state and federal statutes which govern the use of pesticides. **List of chemicals to be utilized must be provided as part of proposal.**
- B. Pest Control Company shall use all registered pesticides in a manner consistent with its manufacturer labeling and follow the crack and crevice, spot, general and space methods of treatments consistent with industry standards. Pesticides used shall comply with all applicable ARS, OSHA, EPA, FDA and USDA safety

regulations and standards including, but not limited to, requirements under the current Federal Insecticide, Fungicide and Rodenticide Act.

The Pest Control Company will assist the School District in maintaining procedures for oral and written notification to employees, pupils and parents or guardians during a regular school session of impending application of pesticides. The Pest Control Company will provide a binder for each site, which will include the Material Safety Data and service treatments for that site.

- C. The Pest Control Company must provide the School District site and Facilities Department with a minimum seventy-two (72) hour advance notice of any pesticide application which includes the date and time the application is to occur, the brand name, concentration, and rate of application, pesticide label, Material Data Safety Sheet and any use restrictions required by the pesticide label.
- D. The Pest Control Company must provide the School District site with a written Pre-application Notification immediately prior to application which includes required information.
- E. Emergency pesticide applications to control harmful pests that post an immediate threat to the public health shall be exempt from the notification requirements. The Pest Control Company must comply with other notification requirements of the Act related to emergency pesticide applications.
- F. **Scheduled Pest Control Services:** Pests covered under this proposal shall include “General Pest Control” and is defined as the control and elimination of specific incidents of all nesting and breeding pests and the control treatment of all potential nesting and breeding areas to prevent re-infestation of pests that are common and ordinary to the interior and/or exterior of School District buildings. Examples include, but are not limited to, ants, bees, fleas, cockroaches, black widow and brown recluse spiders, scorpions, yellow jackets, wasps, ground squirrels, and mice (excluding termites – to be covered under separate pricing schedule).
- G. **Unscheduled Pest Control Services:** Unscheduled general pest control services or termite spot treatment may be requested from time to time for the interior and/or exterior of any School District buildings. The Pest Control Company shall respond within forty-eight (48) hours (arrives on site) after receipt of phone or written request and approved by the Facilities Department.
- H. **School District’s Right to Add or Delete Buildings:** The School District reserves the right to add or remove buildings from the Contract schedule, and to revise services and the frequency of services for any building(s). Pricing in this proposal shall be applicable to any buildings added to the agreement, or for services changed.
- I. **Warranty:** Contract price to include all areas under **current termite warranty**, maps of currently warranted areas are included within this RFP. The Pest Control Company will state pricing to assume current warranties, with no additional charges to the School District during the contract year should infestation(s) be discovered. Should infestation be discovered for buildings not currently covered under termite warranty, the Pest Control Company will be paid at the rate of stated “Linear Foot Price” with treated area becoming part of the termite warranted area. Pest Control Companies are strongly encouraged to participate in a pre-proposal tour in order to inspect those areas covered under warranty.

Buildings treated under the regular sequence of scheduled general **pest control** services shall be covered under warranty for additional general pest control services at no cost to the School District. If pest problems recur between regularly scheduled appointments, the Pest Control Company shall furnish additional general pest control services promptly at no charge to the School District.

9. Licensing Requirements:

- A. The Pest Control Company must hold a current unrestricted Arizona Structural Pest Control Commission Business License (B, C, D, E, & F Classifications) for the main and branch offices which it operates (proof must be provided with submitted proposal).

The Pest Control Company must have a Qualifying Applicator Certification for: (1) Industrial and Institutional to apply pesticides and (2) wood destroying (treatment) to apply termiticides. (Proof must be provided with submitted proposal.) All operators who fall under the Pest Control Company who treat any School District site, must be currently registered with the Arizona Office of Pest Management (OPM). (Proof of certificate/license must be provided with submitted proposal.) Catalina Foothills Unified School District No. 16 requires two active pest control operators assigned to our School District, with a backup applicator available in case of time off, vacations or emergencies.

- B. The Pest Control Company will immediately notify the School District's representative and other non-School District emergency services (as appropriate) and give written notice to the School District within five (5) days of any spill, discharge, drift or other hazardous conditions that occurs while the Pest Control Company's operator is treating any School District properties (immediate response to this condition and appropriate clean-up by the Pest Control Company will be required by the School District).
- C. The Pest Control Company must have at least one (1) year of pest control experience in the State of Arizona.
- D. The Pest Control Company must provide the School District with proof of procedures and/or methods used for pest control for all structural and property treatment at school sites.
- E. The Pest Control Company must supply the School District with a minimum of five (5) references. At least one reference must be from similar types of clients/properties with successful pest control results.
- F. The Pest Control Company must provide the School District with Proof of Insurance coverage in the amounts contained herein, and the School District must appear on the Company's insurance policies as a Named Insured. The public liability and property damage insurance of a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each event and an Aggregate Limit of \$2,000,000 is required. Workers Compensation insurance per Arizona statutes for all company employees; automobile insurance of each vehicle visiting School District sites of at least \$100,000 liability, \$50,000 uninsured motorist and \$50,000 property damage is also required. The required insurance must be written by a Company licensed to do business in the State of Arizona at the time the policy is issued, and the Company must be acceptable to the School District. The School District must be furnished with Insurance Certificates no later than ten (10) days after notification of award.
- G. Individual site access must be coordinated with the Facilities Department and treatments must occur at a time convenient to the building administrator and not interfere with normal activities.
- H. The pest control methods used will be the safest possible that will eliminate and stop reoccurrence of pest problems. Integrated Pest Management (IPM) methods will be used wherever possible prior to use of chemical pesticides. Any chemicals used will be low odor and least toxic (LD50 above 50 mg/kg) and have current registration by United States EPA and Arizona Approve Use. Restricted use pesticide may not be used on any School District property.

SUBMITTAL REQUIREMENTS

Proposals must be submitted in a sealed package with the RFP number and the Offeror's name and address clearly indicated on the outside of the package. All proposals must be written legibly in ink or typewritten. Proposals must be sent by UPS, Federal Express, or mailed to CFSD.

One (1) "Original" marked and three (3) hard copies of your proposal must be submitted in a folder or binder. As well, include one (1) flash/thumb drive with the "Original" copy, MS Office formatted, in each hard copy proposal. Please do not send an electronic copy in Adobe format. The Catalina Foothills Unified School District No.16 will not assume responsibility for any costs related to the preparation or submission of the Proposal.

General Information

Experience and Expertise

Proposal Cost Form

List of Chemicals to be Utilized

References

Offer and Acceptance Form

Deviation and Exceptions Form

Additional Materials Form

Confidential/Proprietary Submittals Form

Addenda Acknowledgment Form

Vendor Registration Form

Signed I.R.S. W-9 Form

Non-Collusion Affidavit

Certificate of Insurance (under Description of Operations CFSD must be listed as additional insurer) Sample provided on page 45.

PROPOSED PEST CONTROL and TERMITE FEE SCHEDULE
(SEE SITE MAPS FOR CLARIFICATION)

DISTRICT SITES WITH ADDRESS	SQ. FT.	MONTHLY FEE PEST CONTROL	ANNUAL FEE PEST CONTROL	ANNUAL FEE TERMITE TREATMENT WARRANTY (IF APPLICABLE)
CATALINA FOOTHILLS HIGH SCHOOL 4300 E Sunrise Drive (Termite Warranty - All Buildings except Facilities Building)	354,532	\$	\$	\$
FACILITIES BUILDING - CFHS 4300 E Sunrise Drive (currently without Termites)	5,824	\$	\$	\$
ESPERERO CANYON MIDDLE SCHOOL 5801 N Sabino Canyon Road (Termite Warranty - All Buildings)	84,604	\$	\$	\$
ORANGE GROVE MIDDLE SCHOOL 1911 E Orange Grove Road (Termite Warranty - Bldg 400, 500, 600, 700, Office, MPR and Cafeteria/Commons)	86,683	\$	\$	\$
CANYON VIEW ELEMENTARY SCHOOL 5725 N Sabino Canyon Road (Termite Warranty - All Buildings)	56,137	\$	\$	\$
MANZANITA ELEMENTARY SCHOOL 3000 E Manzanita Avenue (Termite Warranty - Bldg 21-24, CARE Bldg 33-36, 37-40 & Sentricon Around Building 25 & 31 - Library and Computer Lab Building)	56,182	\$	\$	\$
SUNRISE DRIVE ELEMENTARY SCHOOL 5301 E Sunrise Drive (Termite Warranty - NE Pod, MPR, CARE Buildings, Teachers Lounge)	56,948	\$	\$	\$
VENTANA VISTA ELEMENTARY SCHOOL 6085 N Kolb Road (Termite Warranty - MPR & surrounding, Library w/Computer Lab & SW room Building housing Grade 4-5)	88,533	\$	\$	\$
VALLEY VIEW EARLY LEARNING CENTER 3434 E Sunrise Drive (currently without Termites)	32,269	\$	\$	\$
MURPHY ADMINISTRATION CENTER - MAC & Transportation MAC-2101 E River Road, Transportation-4510 N Camino Escuela (currently without Termites)	15,902	\$	\$	\$

Sq. Footage is approximate 837,614

ADDITIONAL SERVICES IF REQUESTED:

SERVICE	Hourly Rate
Quarterly Site Inspections For rodent infestation within XX feet of buildings	\$

SERVICE	Treatment Per Linear Foot
Termite Price must include two-year warranty	\$

SERVICE	
Bat Removal	\$
Bird Removal	\$
Rodent trapping/nest/removal	\$

per hr.
per hr.
price per
nest/location

SERVICE	Treatment Per Square Foot
Field Treatments for ants and other insects	\$

Provide list of Chemicals to be used:

CURRENT MONTHLY SERVICE SCHEDULE

<u>Site Location</u>	<u>Service Date/Time</u>
Catalina Foothills High School	3rd Thursday/4:30 PM
Esperero Canyon Middle School	2nd Wednesday/3:15 PM
Orange Grove Middle School	2nd Wednesday/6:00 AM
Canyon View Elementary School	2nd Wednesday/3:45 PM
Manzanita Elementary School	2nd Thursday/6:30 AM
Sunrise Drive Elementary School	3rd Wednesday/6:30 AM
Ventana Vista Elementary School	4th Monday/6:30 AM
Valley View Early Learning Center	2nd Wednesday/6:45 AM
Murphy Admin (MAC/District Offices/Transp)	1st Friday/8:00 AM

REFERENCES

Private Business or Public Agencies/Educational Institution Contracts:

CFSD requires a **minimum of five (5) current and local references** for which you are providing the same or similar products and services as specified in this Request for Proposal. Please indicate below the businesses/educational institutions for which you have provided **such products/services during the past two (2) years:**

1. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

2. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

3. Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact Person/Title: _____

Contract Period: From: _____ To: _____

Describe Services: _____

4. Company Name: _____
Address: _____
Phone Number: _____
Email: _____
Contact Person/Title: _____
Contract Period: From: _____ To: _____
Describe Services: _____

5. Company Name: _____
Address: _____
Phone Number: _____
Email: _____
Contact Person/Title: _____
Contract Period: From: _____ To: _____
Describe Services: _____

OFFER AND ACCEPTANCE

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

AZ Tax ID: _____

Federal Employer Tax ID: _____

Tax Rate: _____

Company Name: _____

Address _____

City, State Zip _____

For clarification of this offer, contact:

Representative: _____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Offer _____

Print Name, Title _____

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003 (J) and A.A.C. R7-2-1042 (A.1.I) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder 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 Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder 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 Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In Accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or 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.

ACCEPTANCE

The Proposal 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 Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. 25-02-30

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

Awarded this _____ day of _____ 20_____

Authorized Signature of School District Official

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

Exceptions (check one):

No exceptions. The Undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation.

Exceptions are taken

Describe exceptions taken (attach additional pages if needed):

Printed Name

Signature

Date

ADDITIONAL MATERIALS FORM

Additional or Supplementary Materials (Check one):

No additional materials have been included with this offer

Additional Materials are included

Describe - attach additional pages if needed:

Printed Name	
Signature	
Date	

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (Check one):

No confidential/proprietary materials have been included with this offer

Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 17). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the School District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.

Identify or describe:

Printed Name

Signature

Date

ADDENDA ACKNOWLEDGEMENT

This page is used to acknowledge any and all addendums that might be issued. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

Addenda Acknowledgement

<u>Addendum</u>	<u>Signature</u>	<u>Date</u>
NO. 1	_____	_____
NO. 2	_____	_____
NO. 3	_____	_____
NO. 4	_____	_____
NO. 5	_____	_____
NO. 6	_____	_____

Firm

Authorized Signature

NEW VENDOR REGISTRATION FORM

Company Name: _____

dba (doing business as, if applicable): _____

Company physical address: _____

Company mailing/remit address: _____

Tax ID: _____

Is this company currently operating within a Cooperative or Consortium Contract? Yes ___ No ___

If so, please list: _____

CONTACT INFORMATION:

Customer Service

Phone: _____ **Fax:** _____ **Email:** _____

Accounts Receivable

Phone: _____ **Fax:** _____ **Email:** _____

Other: _____

Phone: _____ **Fax:** _____ **Email:** _____

Main Contact Person: _____

Phone: _____

Email Address: _____

Website: _____

Type of Business: _____

Purchase Order Email address: _____

PO Fax # (if applicable): _____

W-9 Copy

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(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 _____, 20 _____

Signature of Notary Public in and for the

State of _____ County of _____

“NO PROPOSAL” RESPONSE FORM

RFP 25-02-30 District Pest Control and Termite Services

If you do not wish to propose on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the School District’s vendor listing. This form may be returned to the address listed below or faxed to 520-209-7571. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.

I cannot meet the product/service specifications as described in the solicitation due to: _____

I cannot meet the Terms and Conditions of the solicitation because: _____

I no longer wish to do business with Catalina Foothills Unified School District No. 16.

_____ 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

Please return this completed form to:
Catalina Foothills Unified School District No. 16
2101 E. River Road
Tucson, AZ 85718
FAX: 520-209-7576

EXHIBIT A

E-0250.1

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EBAA

REPORTING OF HAZARDS/WARNING SYSTEMS (PESTICIDE APPLICATION NOTICE)

The intent of this policy is to ensure that students, employees, and parental guardians receive adequate notice prior to pesticide application.

In accord with A.R.S. 15-152, the District shall:

- Provide notice of pesticide application during a regular school session to students, employees, and parents/guardians, given in a form reasonably calculated to provide a warning at least 48 hours prior to such application.
- Provide continuing instruction for students absenting themselves.
- Post the areas scheduled to receive pesticide application.
- Maintain written records of pesticide application.

Pest-control applicator(s) employed by the District shall provide the school contact person with notice at least 72 hours prior to the date and time the application, of pesticides is to occur, including in such notice the brand name, concentration, rate of application, pesticide label, material safety data sheet, the area or areas where the pesticide is to be applied, and any use restrictions required by the pesticide label. Prior to the application, the applicator shall provide the school contact person with a written preapplication notification containing the following information:

- The brand name, concentration, rate of application, and any use restrictions required by the label of the herbicide or specific pesticide.
- The area or areas where the pesticide is to be applied.
- The date and time the application is to occur.
- The pesticide label and the material safety data sheet.

In case of pesticide applications performed, for or by public health agencies or emergency applications because of immediate threat to the public health, the licensed applicator shall give the school site office oral and, if possible, written notice, with posting of the area to be treated in accord with A.R.S. 32-2307.

The Superintendent may require the pest-control applicator to fill out and make all required postings in accord with statute and with District policy and regulation. The name and telephone number of the applicator shall be attached to any posting.

The Superintendent shall prepare regulations for the implementation of this policy.

Adopted: date of manual adoption

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Legal Ref: A.R.S.15-152-32-2307