



# Tanque Verde Unified School District #13

4201 N Melpomene Way, Bldg 10

Tucson, Arizona 85749

Phone: 520.749.5751 ▪ Fax: 520.749.5400 ▪ [www.tanqueverdeschools.org](http://www.tanqueverdeschools.org)

## NOTICE OF REQUEST FOR PROPOSAL

Solicitation ID: **RFP #2025-001 – TVUSD GROUNDSKEEPING SERVICES**

Solicitation Due Date/Time: **FRIDAY, APRIL 25, 2025 at 1:00 PM**

Pre-proposal Meeting: **FRIDAY, APRIL 11, 2025 at 9:00 AM, at Tanque Verde District Building – 4201 N Melpomene Way, Bldg. 10, Tucson, AZ 85749 – This meeting will provide vendors with an opportunity to tour all District sites. Please expect this meeting to take several hours.**

Opening Location: **Tanque Verde Unified School District #13  
4201 N Melpomene Way, Bldg 10  
Tucson, AZ 85749**

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 **Tanque Verde Unified School District No. 13**, 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 proposals shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call 520-749-5751.

Unless the District elects to allow or require electronic submissions, proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Proposals will be stamped when received. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified. Offers must be marked on the outside of the envelope with the RFP number, title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

All proposals must be completed in ink or typewritten, electronic responses will not be accepted .

**Additional instructions for preparing a proposal are provided herein.** Offeror's are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery time line as specified.

Full proposal documents may be found online at: [www.tanqueverdeschools.org](http://www.tanqueverdeschools.org). To access, select: District; then Business Office, then click on appropriate proposal number.

Questions regarding this solicitation should be in writing and directed to [ProjectManager@tanq.org](mailto:ProjectManager@tanq.org).

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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.gov/ArizonaRevisedStatutes.asp?Title=15>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at: [https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)

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

## DEFINITION OF TERMS FOR UNIFORM INSTRUCTION OF OFFERORS & UNIFORM TERMS AND CONDITIONS

### DEFINITION OF TERMS

Listed below are definitions of words used in the Uniform Instructions for Offerors and the Uniform Terms and Conditions.

- 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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **"Contractor"** means any person who has a contract with the School District.
- 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 File"** means the official procurement records of the School District.
- K. **"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.
- L. **"Responsible Offeror"** means a person who at the time of contract award 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.
- M. **"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.
- N. **"Solicitation"** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **"Solicitation Amendment (or Addendum)"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **"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.
- Q. **"School District"** means the Tanque Verde Unified School District (TVUSD) 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 me.
- 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 Amendment or Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. **Pre-Offer Conference.** If a pre-offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **2. Offer Preparation**

- A. **Forms: No Facsimile or Electronic Offers.** An Offer shall be submitted either on the forms TVUSD provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A Facsimile, electronic or mailgram offer **shall be rejected.**
- B. **Typed or Ink; Corrections.** The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications

shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
1. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts 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 to the suspension or

debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

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

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments/Exhibits;
6. Special Instructions to Offerors; and
7. 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. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this section. The School District shall make a determination on whether the stamped information is confidential pursuant to the Arizona School District's Procurement Code A.A.C. R7-2-1006.

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

1. They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of their Offer; and

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

#### **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.

C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, if deemed advantageous to the School District, 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 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 the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- 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, Elaine Armienti, Director of Business Services**. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation shall be filed before the due date and time for responses to the solicitation. In all other cases, the interested party shall file a protest within 10 days after the District makes the procurement file available for public inspection. Written requests for an extension of time to file a protest for good cause may be submitted to the District Representative within the time for filing a protest in accordance with A.A.C. R7-2-1143(C). A protest shall include:

- A. The name, addresses, and telephone number of the interested party;
- B. The signature of the interested party or the interested party's 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.



## **GENERAL TERMS AND CONDITIONS**

All Contracts awarded by the District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

### **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 Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **2. Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-9, 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. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

#### **B. 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, the Contractor shall have a current I.R.S. W-9 Form on file with the School District.

C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance

under this Contract beyond the current fiscal year. No legal liability on the part of the School District 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 submission of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized 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 by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Tanque Verde Unified School District 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 the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District 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-intervening 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 to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**6. Insurance and Safety**

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other 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 automobile liability insurance as will fully protect Offeror and

the 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 District.

Tanque Verde Unified School District 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 Workers 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 District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.*

#### B. Safety

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

#### 7. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
2. 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:
  3. Of a quality to pass without objection in the trade under the Contract description;
  4. Fit for the intended purposes for which the materials or services are used;
  5. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  6. Adequately contained, packaged and marked as the Contract may require; and
  7. Conform to the written promises or affirmation of fact made by the Contractor.

B. 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.

C. 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.

D. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability fitness.

E. 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.

F. 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.

#### **8. 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.

#### **9. Contract Termination**

- A. Cancellation for Bankruptcy or Acquisition. 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.
- B. Cancellation for Conflict of Interest. Per A.R.S. 38-511 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.
- C. Gratuities. 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.
- D. Suspension or Debarment. 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 participant in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for 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.
- F. 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 re-procuring the materials or services.

G. 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.

#### **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 there under.

#### **11. Gift Policy**

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

#### **12. 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.

#### **13. Contractor's Employment Eligibility**

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

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



accordance with applicable laws.

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

**14. Terrorism Country Divestments**

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

Per A.R.S. 35-393 and 35-393.01, the contractor certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in a boycott of Israel.

**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 District may, at its sole discretion, require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 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 Requirements**

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. Alternatively, 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.

**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, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

**18. Clarifications/Discussions**

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

**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, 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**

Tanque Verde Unified School District 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;

1. gross mismanagement of a contract or grant;
2. a gross waste of public funds;
3. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
4. an abuse of authority related to the implementation or use of public funds; or
5. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

## SPECIAL TERMS AND CONDITIONS FOR PROPOSALS

### 1. SPECIFICATIONS

#### PURPOSE:

It is the District's intent to contract with a qualified and responsible firm to provide Professional Groundskeeping Services to the Tanque Verde School District sites, Transportation and Lew Sorensen Community Center.

A. Insurance: Offeror agrees to maintain such insurance as will fully protect Offeror and the 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 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 service to the District.

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

### 2. ACCEPTANCE OR REJECTION OF PROPOSALS

Tanque Verde Unified School District reserves the right to reject any or all proposals and to waive any informality in the Proposals received. The award of the Contract, if made by the District, will be made to the responsible and qualified offeror submitting the lowest proposal, but the District shall determine in its own discretion whether an offeror is responsible and qualified to perform the Contract, what proposal is the lowest, and whether it is in the interest of the District to accept the proposal.

### 3. EVALUATION AND AWARD

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

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

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

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

## EVALUATION CRITERIA

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

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

### REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

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

#### A. Qualifications and Experience of the Firm

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

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

##### 2. Qualifications of Firm:

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

Describe your firm's knowledge and experience related to local and state regulations, codes, land ordinances specific to native plants, landscaping, and irrigation and water usage regulations and requirements.

##### 3. Team's Experience and Qualifications

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

Project Manager

Project Superintendents

Project Foreman (Crew Leader)

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

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

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

Describe any special or unique knowledge, equipment, or techniques beneficial to the project that your firm will contribute.

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

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

#### **D. Hourly Rates for Additional Services as Requested**

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

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

It is the intention of the District to award a mul-term contract, immediately after awarding the contract for a period of one (1) year. 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 (4) 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, and then listed according to price.

#### **4. AWARD BASIS – Multiple Award(s)**

A contract under this proposal may be awarded to multiple vendors. This will be done because of the need for availability of representation when an issue arises, and because of possible conflicts of interest with any given issue.

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

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

This Request for Proposal is issued in accordance with the requirements of the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195). Any contract awarded as a result of this Request for Proposal shall be governed by said rules.

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

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

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

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

The District reserves the right to negotiate modifications to the offeror's proposal prior to final award for the purpose of obtaining best and final offers.

## **5. BILLING**

All invoices shall be submitted to the attention of: Accounts Payable, 4201 N Melpomene Way, Bldg. 10, Tucson, AZ 85749. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Tanque Verde Unified School District will refer to the RFP number of this Proposal.

## **6. PRICE CLAUSE**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. Include applicable taxes in the proposal.

After initial contract term and prior to any contract renewal, the Tanque Verde Unified School District will review fully documented requests for price increases (i.e., document basis for calculated price increase) and may, at its sole option, accept any changes or cancel from the contract those items concerned. Any submissions for potential price adjustment must be received by the District by 60 days before the start of a new contract year. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments shall be effective upon acceptance of the Tanque Verde School District Administration.

## **7. REGISTERED SEX OFFENDERS RESTRICTION**

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

## **8. 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.

## **9. 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 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.

## **10. CONTRACTOR'S EMPLOYMENT ELIGIBILITY**

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

The District may request verification of compliance from any contractor or subcontractor performing the

work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

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

#### **11. TERRORISM COUNTRY DIVESTMENTS**

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

#### **12. SCRUTINIZED BUSINESS OPERATIONS**

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

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

#### **13. 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 District may, at its sole discretion, require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information within the timeframe specified shall result in the offer not being considered for contract award.

#### **14. FINGERPRINTING REQUIREMENTS**

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. Alternatively, 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.

#### **15. AWARD**

It is expected that the award for this contract will be made in April 2025. The District reserves the right to ask for a best and final offer. Interviews may be required to clarify any issues that arise after each responsive offer is read.

# SCOPE OF SERVICES

## **INTRODUCTION:**

The Tanque Verde School District 13, hereinafter referred to as “TVUSD”, is conducting a competitive Request for Proposal to provide labor and material relating to the maintenance of trees, shrubs, irrigation piping, valves, controls, grass cutting, pre-emergent and post emergent applications of herbicides, weeding, and all necessary accessories at the various locations listed below.

Please see EXHIBIT A regarding pesticide application, per Governing Board Procedure 3-401.E Safety and Emergency Management .

## **Property Locations of Project**

Agua Caliente Elementary School, 11420 E Limberlost Rd, Tucson AZ 85749 – EXHIBIT B  
Emily Gray Jr High, 11150 E Tanque Verde Rd, Tucson AZ 85749 – EXHIBIT C  
Lew Sorensen Community Center, 2300 N Tanque Verde Loop Rd, Tucson AZ 85749 – EXHIBIT C  
Transportation, 11150 E Tanque Verde Rd, Tucson AZ 85749 - EXHIBIT C  
Tanque Verde Elementary School, 2600 N Fennimore, Tucson AZ 85749 – EXHIBIT D  
Tanque Verde High School and District Office, 4201 N Melpomene Way, Tucson AZ 85749 – EXHIBIT E

## **Scheduling**

The Contractor, in conjunction with the District, will develop a Regular Maintenance Schedule for the property locations.

This schedule will define the days of the week that the Maintenance crew is at each property and the hours per day the crews are on each site. This schedule is expected to be followed daily. Any changes to the Regular Maintenance Schedule must be approved by the District.

Please see EXHIBIT F, TVUSD 2025-2026 calendar.

## **Groundskeeping Maintenance**

The Tanque Verde School District maintains a high standard for the care and appearance of the landscaping, turf and nave plants that are located on each of its properties. This scope of work and outline of maintenance and staffing requirements is meant to provide the contractor with an overall view of the grounds keeping needs of the District.

The work under this section shall consist of the care of all trees, shrubs, and cac in accordance with I.S.A. standards and acceptable horticultural practices; keeping an orderly condition; keeping all horticultural and related areas free of weeds, grasses and construction related debris; furnishing and applying sprays and dust to combat disease, insects and other pests; pruning as required; and testing, applying all irrigation water, adjusting repairing, maintaining and operating the irrigation system in accordance with the requirements of these specifications.

## **Staffing**

The minimum staffing requirements are as follows:

- One Account Manager
- One Maintenance Work Team of three workers consisting of
  - One Crew Leader
  - Two Laborers



- One Truck

**IF CONTRACTOR DOES NOT FULLY STAFF WORK TEAM, A CHARGE BACK OF \$160.00 PER PERSON PER DAY WILL BE DEDUCTED FROM THE MONTHLY INVOICE.**

### **Account Manager**

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

### **Look Ahead Schedule**

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

### **Irrigation**

It is the responsibility of the Contractor, under this Proposal, to determine if all existing automatic irrigation systems in the District's schools are functioning properly and providing water to all areas, consistent with horticultural practices. The District will be responsible for the cost of repairing/replacing any defective parts of the system as identified by the Contractor in order to achieve a system in good working order.

The Contractor shall inspect all irrigation systems at period intervals of at least twice a month to ensure that all irrigation valves, timing devices, lines and heads are operating properly, proper pressures are being achieved and there are no active leaks.

Irrigation heads should be cleaned and adjusted regularly to provide required proper coverage. Irrigation heads shall be kept at the correct height (at grade or a maximum of ½" below grade) and the Contractor is responsible for maintaining the correct height level of all irrigation heads.

Irrigation meters shall be set and programmed for seasonal water requirements after consulting with the TVUSD employee in charge of Grounds for the District.

Materials necessary for maintaining the operation of the existing irrigation systems shall be furnished by the Contractor and shall conform to the requirements of the existing system.

The Contractor is required to schedule the existing irrigation systems to provide adequate water to all ground cover and annual flower plantings in locations that require such. Planter areas that do not have irrigation timers, but can be watered manually, must be maintained by the Contractor to ensure proper irrigation. All electrical power and water used in conjunction with permanent irrigation will be supplied by TVUSD at no charge to the Contractor.

Any damage to the irrigation system caused by vandalism, age or acts outside the control of the Contractor shall be estimated for repairs based on the hourly rates listed in this Proposal plus parts.

No repairs to the irrigation system shall be undertaken with an approved Proposal and Purchase Order.

### **Maintenance of Air Handler Rooms/Mechanical Yards**

All air handler rooms and mechanical yards at all properties are to be kept free of weeds, debris and trash.

### **Pruning**

All plants shall be pruned in accordance with accepted horticulture practices and ISA Standards. Pruning shall consist of removing all dead and damaged branches.

All thinning and shaping shall be done to promote a healthy plant form and natural appearance within the growing area allowed.

No shearing of shrubs. All shrubs are to be maintained in such a way to retain their natural appearance.

All trees shall be properly pruned to eliminate sucker growth and develop a balanced canopy.

Remove all limbs less than twelve (12) feet that pose a visibility or safety hazard.

Existing staking, guying or other supports for trees and shrubs shall be maintained as necessary.

All frost die back to be removed prior to the summer growing season.

Removal of all mistletoe up to a twelve (12) foot height above grade.

Promptly clean up and properly dispose of all debris generated by pruning.

### **Granite, River Rock, Planter and Inert Area Maintenance**

The Contractor shall rake or blow all landscaped areas as required to keep a well-groomed appearance.

No blowing of any areas when students are present.

All inert planning areas with decorative rock coverage are to be maintained on a monthly basis.

Drainage rock areas shall be blown out by the Contractor to remove leaf and debris buildup as required to maintain a well-groomed appearance.

The Contractor is responsible for application of any pre and post emergent herbicides as required to control weed growth.

Rake all decomposed granite areas, as required.

All planted areas shall be cleaned of trash (papers, boles, extraneous materials), as required to keep a well-groomed appearance.

Sidewalks, walkways and driveways shall be cleaned of dirt and debris created by work performed by the Contractor.

Cleanup and properly dispose of all debris as generated by groundskeeping services.

### **Parking Lots**

Keep curb lines, gate crossing and speed bumps free of dirt, weeds, debris and trash, as necessary to prevent accumulation.

### **Drains**

All storm drains at all sites to be checked at every weekly site visit and kept clear of debris. All storm drains are to be cleared immediately following rains and storms to allow for proper drainage and prevent flooding.

### **Tree Parasites**

Removal of all parasites including all mistletoe to a height of twelve (12) feet above grade.

### **Pack Rat Nest**

Removal of all packrat midden or nesting debris, once pack rat has been eradicated by TVUSD.

### **Weeding**

Clearing of all desert brooms and other invasive species.

Removal of all stink vines.

The Contractor shall provide weed control over all landscaped areas through the use of manual weeding and application of pre-emergent herbicides at least twice a year. Systemic herbicides are to be applied two (2) times per year. Application of post emergent herbicides as required. Contractor adheres to all local and state regulations and laws pertaining to the posing of notifications for school facilities as noted in the 2002-2003 Edition of the Arizona Education Code. Specific attention should be paid to Section 15-152.

### **Use of Blowers in the District**

All sites shall be blown weekly.

Blowers may be used to clear debris, dirt, etc. from rock and landscaped areas. However the following restriction apply:

**Restriction Time of Use:** Use of Blowers must be completed prior to the start of school.  
No blowers may be used when students are present.

### **Ground Cover/Flower Beds**

All groundcover planting shall be trimmed by the Contractor to promote full growth and to contain plants within planted boundaries.

All ground cover areas shall be kept free of weeds as the Contractor is responsible for providing all materials and labor to assure complete weed control.

Any areas containing annual flowers shall be pinched back and dead blossoms removed in order to maintain healthy growth.

All groundcover and annual flowers shall be fertilized at least twice a year.

The Contractor is responsible for treating plants to minimum insect infestations and minor diseases.

### **Weed Control, Non Overseeded Turf Areas**

Weed control twice (2) per year.

Pre-Emergence weed control in non overseeded turf will include products that control both grassy and broadleaf weeds.

Application Schedule:

Fall – Between September 15 and Oct 15 for winter annual weeds

Spring – Between Feb 28 and March 5

Post-emergence weed control of grassy and broadleaf weeds

Application Schedule:

Spring – Between Feb 15 and March 5 for existing grassy weeds and broadleaf weeds

Summer – May 15 or June 15 for grassy and broadleaf weeds

### **Weed Control Over Seeded Turf Areas**

Weed control twice (2) per year

Pre Emergence control of grassy and broadleaf summer annual weeds

Application Schedule

Spring – Between Feb 20 and March 5

Post Emergence weed control of grassy and broadleaf weeds

Application

Spring – Late

Summer – Allow for an application window that does not interfere with next over seeding of rye grass.

Minimum of one application. Second application, if necessary.

### **Chemical Fertilizers**

Trees located within the enclosed gated boundaries of the schools shall be fertilized at least once a year.

Shrubs located within the enclosed gated boundaries of the schools shall be fertilized at least twice a year.

Minor plant nutrient deficiencies for plants located within the enclosed gated boundaries of the schools shall be corrected by the Contractor as required.

Fertilizer for trees, shrubs, etc. shall be a slow release commercial fertilizer in a packet form such as “Agriform” 21 gram 20-10-5 or equal and of recent manufacture.

Fertilize all lawn areas with a slow release complete commercial fertilizer to promote healthy growth every six months.

### **Systemic Herbicide**

All vegetation killers shall be of the systemic type, acting by plant/weed intake through the leaves and stems.

Under no circumstances shall the Contractor utilize a soil sterilizer on the project. The herbicide shall be in liquid form. The systemic herbicide shall be in conformance with recommendations made by the Institute of Pest

Management (IPM).

Any person or persons applying pesticides will be considered as doing so for hire and shall be required to be licensed in accordance with the requirements of Title 3, Chapter 2, Arizona Revised Statutes, Article 6, Section 3-377.

The Contractor shall notify any State or Local municipalities as required by law and obtain prior approval of the use of any chemicals for weed eradication or control as required by law. The types of herbicide to be used and the method of application shall be in conformity with the Environmental Protection Agency requirements, and labeling instructions.

The Contractor shall keep a record of all applications, the type of herbicide used such as pre or post-emergent, the rate and method of application and the date and location of such applications on forms acceptable to TVUSD. A copy of this record shall be submitted to TVUSD Facilities and each site when the work is done.

All herbicides used in the performance of the work shall be stored off site and not on any District grounds or buildings.

### **Care/Protection of Existing Trees, Shrubs, Cacti**

The Contractor shall be responsible for the care and protection of existing trees, shrubs and cacti during the performance of the scheduled work. Such care and protection shall include, but not be limited to, removal of trash and debris from the Contractor's operations, controlling weeds, repairing public or weather damage, furnishing and applying sprays and dust to combat diseases and insect, protection from pest and rodents, and taking such precautions as necessary to prevent damage.

The Contractor shall remove and replace, at Contractor's expense, all plants which are injured or damaged in the performance of the work as to render them unsuitable for the purpose intended, as determined by the TVUSD employee in charge of Grounds for the District.

Plants shall be treated by the Contractor for insect infestations and minor disease problems as required. Contractor is responsible for removing all parasites, including mistletoe, from native trees.

Trees and shrubs are to be trimmed in order to keep paths and roadways clear.

Special attention to pruning and watering of trees in the High School Courtyard is required. Because of the existing wells that retain water, manual watering may be required so as to not flood adjacent wells

### **Retention Basins**

Retention basins are to be maintained on a quarterly basis and maintained as natural growth. Any areas of retention basins that contain decomposed granite are to be maintained weed free.

The specifications for retention basins are:

- Semi-Annual Chemical Application
- Semi-Annual Spray for Parasites on Trees
- Noxious weed removal
- Removal of vacated pack rat nests
- Removal of trash, debris and other miscellaneous unsightly items

### **Open Growth Areas**

Open Growth Areas are to be maintained on a semi-annual basis and maintained as natural growth. The Specification for this area is:

Removal of vacated pack rat nests  
Removal of trash, debris and other miscellaneous unsightly items.

### **Erosion Control**

Existing rock erosion control swales are to be kept free of weeds, debris and trash. Existing swales are to be maintained and any riprap that is displaced in existing swales must be relocated and placed in a manner that will aid in the control of erosion.

### **Tree and Shrub Removal**

Contractor is responsible for timely removal and stump grinding of any damage. Diseased or fallen trees or shrubs that are 15 feet or less in height. Trees and shrubs over 15 feet in height will be handled on a case by case basis, and priced accordingly. No tree or shrub may be removed without the permission of the District.

### **Cacti Removal**

Contractor is responsible for the timely removal of any damaged, diseased or fallen cacti that are 15 feet or less in height. Cacti over 15 feet in height will be handled on a case by case basis. No cacti may be removed without the permission of the District.

### **Storm Damage – Emergency and Non-Emergency**

The Contractor will respond to emergency storm damage within four (4) hours after the end of the storm. Emergency storm damage work must be authorized by the TVUSD employee in charge of Grounds for the District prior to any work being performed.

Non-emergency storm damage will be performed as soon as possible after the storm is over.

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Non-emergency storm damage will be performed as soon as possible after the storm is over.

### **Maintenance of Existing Swales**

Existing rock swales shall be kept weed free. Any loose or misplaced rocks will be returned to the swale and placed in a manner to aid in erosion control.

### **Leaf Removal**

Removal of fallen leaves as required seasonally. Leaves are to be raked and removed from sites as needed.

### **Work Order Process – School Dude**

The District utilizes a work order system via a computer program called School Dude. Authorized users of this system will input work order requests for specific landscaping tasks throughout the District. This system is meant for special tasks, and immediate safety requests, not requests for the regular maintenance tasks that are required by this contract.

The Account Manager will be given a username and password for this system. The work order will be sent to the

Account Manager, and the Account Manager will direct and oversee the proper completion of the work order. The Account Manager will complete the Action Taken section of the Work Order, and mark the work order as Complete, once the work is done. A record of all work orders and their status is maintained and verified by the District.

### **Process for Signing In**

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

### **Supplemental Work**

Groundskeeping services that are not a part of the regular maintenance contract will be requested as needed by the District. All supplemental work requires a District approved proposal from the contractor. All supplemental work must be scheduled with the District prior to the start of any work.

### **SUBMITTAL REQUIREMENTS**

You must submit six (6) copies, Original marked as "Original", five (5) copies marked as "copy" as well as one electronic copy. The Tanque Verde Unified School District will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included:

- Proposal Cost Form
- Offer and Acceptance Form
- Signed I.R.S. W-9 Form: Request for Taxpayer I.D. Number. A copy of this form may be obtained from <http://p.fedworld.gov/pub/irs-pdf/fw9.pdf>



# PROPOSAL COST FORM

Monthly fee for Performance of Services as Outlined in RFP \$ \_\_\_\_\_

Hourly Rates for Irrigation Repair \$ \_\_\_\_\_

Pricing for Tree Removal of Trees Taller Than Fifteen (15) Feet High \$ \_\_\_\_\_

Pricing for Cactus Removal Taller Than Fifteen Feet High \$ \_\_\_\_\_

Hourly Price for Emergency Storm Damage Work \$ \_\_\_\_\_

## **ADD ALTERNATES**

### #1 – OVERSEEING OF THE FOLLOWING FIELDS

TVHS SOFTBALL FIELD \$ \_\_\_\_\_

TVHS VARSITY BASEBALL FIELD \$ \_\_\_\_\_

TVHS JUNIOR VARSITY BASEBALL FIELD \$ \_\_\_\_\_

TVHS FOOTBALL FIELD \$ \_\_\_\_\_

EMILY GRAY SOCCER FIELD \$ \_\_\_\_\_

EMILY GRAY SOFTBALL FIELD \$ \_\_\_\_\_

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**FIRM NAME**

---

**SIGNATURE OF OFFEROR**

---

**DATE**

**OFFER AND ACCEPTANCE**

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

Email: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 2009-09 and 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this proposal, 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.

**ACCEPTANCE OF OFFER**

**The offer is hereby accepted.**

**The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.**

**This contract shall henceforth be referred to as Contract No. 2025-01**

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**NON-COLLUSION AFFIDAVIT**

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 # 2025-01 TVUSD GROUNDSKEEPING SERVICES**

If you do not wish to submit a proposal 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 District’s vendor listing. This form may be returned to the address listed below, or emailed to ProjectManager@tanq.org. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.  
Please keep my name on the District’s Offeror’s List.

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 do not provide services of this nature.  
Please remove my name from this category. I will submit a revised Vendor Registration Form. You may receive a copy by mail by contacting Stacy Matthews at smatthews@tanq.org.

I no longer wish to do business with Tanque Verde Unified School District.  
Please remove my name from the District’s Offeror’s List.

\_\_\_\_\_  
Name of Company Proposing \_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative \_\_\_\_\_  
Telephone

\_\_\_\_\_  
Printed Name and Position Held with Company

\_\_\_\_\_  
Mailing Address City State Zip

**Please return this completed form to:**  
**Tanque Verde Unified School District**  
**4201 N Melpomene Way, Bldg 10**  
**Tucson, AZ 85749**

### **Procedure © 3-401.E Safety and Emergency Management - Pesticide Application Process**

The District shall comply with the requirements of state law to ensure that students, parents/guardians and staff have adequate notice of pesticide applications as required by [A.R.S. § 15-152](#) and [A.R.S. § 3-3606](#).

#### **A. Notice**

The District shall provide notice as follows:

1. 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 forty-eight (48) hours prior to such application;
2. Provide for oral notification to pupils and employees during the regular school session; and
3. Provide written, electronic or telephonic notification to parents or guardians at least forty-eight (48) hours prior to the application of pesticides.

#### **B. Pest Control Applicators**

Pest control applicator(s) employed by the District shall be licensed and shall provide the school contact person with notice at least seventy-two (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:

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

In case of pesticide applications performed for or by public health agencies or emergency applications performed because of immediate threat to the public health, the licensed applicator shall provide the school office oral and, if possible, written notice, of the area to be treated.

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

#### **C. Posting of Notice**

No less than forty-eight (48) hours prior to pesticide application, signs measuring at least eight and one half inches by eleven inches (8 1/2" x 11") shall be posted to identify pesticide application areas. The signs shall display:

1. The words "warning - pesticides";
2. The registration number issued by the United States Environmental Protection Agency;
3. The date and time of the application; and
4. A phone number for the school contact person and one (1) for the licensed pesticide applicator.

The signs shall be placed at the main entrance to all buildings and/or playing fields where the pesticide will be applied. The signs may be removed not less than forty-eight (48) hours after the pesticide is applied.

EXHIBIT B

Agua Caliente Elementary  
11420 E Limberlost Road





EXHIBIT C

Emily Gray Jr High  
11150 E Tanque Verde Loop Road

Lew Sorensen Community Center  
2300 N Tanque Verde Loop Road

Transportation Office  
Directly East of Emily Gray Jr High



EXHIBIT D

Tanque Verde Elementary  
2600 N Fennimore





EXHIBIT E

Tanque Verde High School and District Offices  
4201 N Melpomene Way



EXHIBIT F

2025-2026 School Calendar

2025-2026 TVUSD School Year Calendar																		
Adopted 09-06-2024																		
<b>July 2025</b>					<b>July</b>	<b>January 2026</b>					<b>January</b>							
Su	M	Tu	W	Th	F	Sa	4	Independence day	Su	M	Tu	W	Th	F	Sa	1	New Year's Day	
		1	2	3	4	5	28-30	Teacher Work Day (K-12)					1	2	3	5	Return from Winter Break Students/Staff	
6	7	8	9	10	11	12	31	1st Day for Stu (K-8 ER) (9-12 Full Day)	4	5	6	7	8	9	10	19	Martin Luther King Jr. Day - NO SCHOOL	
13	14	15	16	17	18	19			11	12	13	14	15	16	17			
20	21	22	23	24	25	26			18	19	20	21	22	23	24			
27	28	29	30	31			T:4		25	26	27	28	29	30	31	T:19		
							S:1									S:19		
<b>August 2025</b>					<b>August</b>	<b>February 2026</b>					<b>February</b>							
Su	M	Tu	W	Th	F	Sa			Su	M	Tu	W	Th	F	Sa	2	Groundhog Day	
					1	2			1	2	3	4	5	6	7	4	Pro Learning Day (K-12 ER)	
3	4	5	6	7	8	9			8	9	10	11	12	13	14	12	Lincoln's Birthday	
10	11	12	13	14	15	16			15	16	17	18	19	20	21	14	Valentines Day	
17	18	19	20	21	22	23	T:21		22	23	24	25	26	27	28	16	President's Day	
24	25	26	27	28	29	30	S:21									19-20	Rodeo NO SCHOOL	
31																26-27	P/T Conferences (K-6 ER)	
<b>September 2025</b>					<b>September</b>	<b>March 2026</b>					<b>March</b>							
Su	M	Tu	W	Th	F	Sa	1	Labor Day - NO SCHOOL	Su	M	Tu	W	Th	F	Sa	13	End of Q3/Pro Learning Day NO SCHOOL	
	1	2	3	4	5	6	17	Pro Learning Day (K-12 ER)	1	2	3	4	5	6	7	March 16-	Spring Break NO SCHOOL	
7	8	9	10	11	12	13	18	PT Conf 9-12 (Late Start)	8	9	10	11	12	13	14	17	St. Patrick's Day	
14	15	16	17	18	19	20	25	Conf 7-8 (LATE START)	15	16	17	18	19	20	21			
21	22	23	24	25	26	27	24-26	PT Conf K-6 (K-6 ER)	22	23	24	25	26	27	28			
28	29	30					T:21		29	30	31					T:17		
							S:21									S:16		
<b>October 2025</b>					<b>October</b>	<b>April 2026</b>					<b>April</b>							
Su	M	Tu	W	Th	F	Sa	3	End of Q1/Pro Learning Day NO SCHOOL	Su	M	Tu	W	Th	F	Sa	1	April Fool's Day	
			1	2	3	4	6-10	FALL BREAK NO SCHOOL				1	2	3	4	22	Earth Day	
5	6	7	8	9	10	11	13	Columbus Day	5	6	7	8	9	10	11	22	Professional Learning Day (K-12 ER)	
12	13	14	15	16	17	18	24	United Nations Day	12	13	14	15	16	17	18			
19	20	21	22	23	24	25	31	Halloween	19	20	21	22	23	24	25	T:22		
26	27	28	29	30	31		T:18		26	27	28	29	30			S:22		
							S:17											
<b>November 2025</b>					<b>November</b>	<b>May 2026</b>					<b>May</b>							
Su	M	Tu	W	Th	F	Sa	11	Veterans Day - NO SCHOOL	Su	M	Tu	W	Th	F	Sa	10	Mother's Day	
						1	12	Pro Learning Day (K-12 ER)						1	2	21	Last Day for Students (K-12 ER)	
2	3	4	5	6	7	8	26-28	Thanksgiving Holiday - NO SCHOOL	3	4	5	6	7	8	9	22	Last Day for Teachers (K-12)	
9	10	11	12	13	14	15			10	11	12	13	14	15	16	25	Memorial Day	
16	17	18	19	20	21	22			17	18	19	20	21	22	23			
23	24	25	26	27	28	29	T:16		24	25	26	27	28	29	30	T:16		
30							S:16		31							S:15		
<b>December 2025</b>					<b>December</b>	<b>June 2026</b>					<b>June</b>							
Su	M	Tu	W	Th	F	Sa	18	Last Day for Students	Su	M	Tu	W	Th	F	Sa	19	Juneteenth	
	1	2	3	4	5	6	19	End of Q2/Pro Learning Day NO SCHOOL		1	2	3	4	5	6			
7	8	9	10	11	12	13	22-31	Winter Break NO SCHOOL	7	8	9	10	11	12	13	1st & 2nd Semester = 90 days each		
14	15	16	17	18	19	20	24	Christmas Eve	14	15	16	17	18	19	20	1st Q & 2nd Q = 45 days each		
21	22	23	24	25	26	27	25	Christmas Day	21	22	23	24	25	26	27	3rd Q = 46 days		
28	29	30	31				31	New Year's Eve	28	29	30					4th Q = 44 days		
							T:15	S:14								Total =180 Student days /187 Teacher days		