



**BLACKWATER COMMUNITY SCHOOL
AKIMEL O'OTHAM PEE POSH CHARTER INC.
NOTICE OF REQUEST FOR PROPOSAL**



REQUEST FOR PROPOSAL (RFP) NUMBER: 23-24-01CS

MATERIAL AND/OR SERVICE: Custodial Services

RFP POST DATE: April 5, 2023

RFP DUE DATE: May 5, 2023

TIME: 1:00pm M.S.T.

RFP OPENING LOCATION: Blackwater Community School
Business Office
3652 E Blackwater School Road
Coolidge, Arizona 85128

In accordance with the School's Procurement Rules, competitive sealed proposals for the materials or services specified will be received by the Blackwater Community School/Akimel O'Otham Pee Posh Charter, Inc. (herein after the "School") at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals shall be in the actual possession of the school, at the location indicated, on or prior to the exact time and date indicated above. Faxed or emailed proposals will not be accepted. If you need directions to our office, please call (520) 215-5859. Late proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ
THE ENTIRE REQUEST FOR PROPOSAL**

2. INQUIRIES

Any question related to this Request for Proposal shall be directed to the person whose name appears on the cover of this document. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. Questions should be submitted in writing when time permits. The School may require any and all questions to be submitted in writing at the School's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official solicitation due date and time.

3. LATE PROPOSAL

Late proposals shall not be considered, except as provided in the School Procurement Rules. An Offeror submitting a late proposal shall be so notified.

4. WITHDRAWAL OF PROPOSAL

At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

5. AMENDMENT OF PROPOSAL

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document on or before the specified due time and date. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgment of the Solicitation Amendment shall result in rejection of the Offer.

6. PAYMENT

The School may make every effort to process payment for the purchase of goods or services within ten (10) working days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than ten (10) calendar days shall not be considered.

7. DISCOUNTS

Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the School's check is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of ten (10) calendar days or more shall be deducted from the proposal price in determining the lowest cost proposal. However, the School shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

8. TAXES

The school is exempt from Federal Excise Tax, including the Federal Transportation Tax. The school is also exempt from State Sales tax if the materials/services are delivered onto the school's premises, which is on the Gila River Indian Community.

9. TRIBAL BUSINESS LICENSE

The Offeror shall understand that the Vendor awarded the contract will require a Gila River Business License prior to conducting business with the School.

10. AWARD OF CONTRACT

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the School reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the School.
- b. Notwithstanding any other provision of the Request for Proposal, the School reserves the right to:
 - 1) Waive any immaterial defect or informality; or
 - 2) Reject any or all proposals, or portions thereof; or
 - 3) Cancel/Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the School based upon the terms, conditions and specifications contained in the School's Request for Proposal. Proposals do not become contracts unless and until they are accepted by the Blackwater Community School Executive Director and an offer and acceptance form or other award document is executed by an authorized School official. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any resultant contract.

1. **CERTIFICATION:** By signature in the offer section of the offer and acceptance page, Bidder/Offeror certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. 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 the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to remedies provided by the law.
2. **GRATUITIES**

The school may, by written notice to the Contractor, cancel this contract if it is found by the School that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
3. **APPLICABLE LAW**

Please see the Independent Contractor's Agreement section 14.6 for all applicable Law.
4. **SCHOOL PROCUREMENT RULES**

Unless expressly provided otherwise herein, the School Procurement Rules and School Board Policies are a part of this document as if fully set forth herein.
5. **LEGAL REMEDIES**

All claims and controversies shall be subject to the School Procurement Rules.
6. **CONTRACT**

The contract shall be based upon the solicitation issued by the School and the offer submitted by the Contractor in response to the solicitation. The offer shall substantially conform to the terms, conditions specifications and other requirements set forth within the text of the solicitation. The School reserves the right to clarify any contractual terms with the concurrence of the Contractor, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the School and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
7. **CONTRACT AMENDMENTS**

This contract may be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the School and the Contractor.
8. **VERBAL RESPONSES**

Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
9. **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **TERMINATION BY THE SCHOOL**

The School may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the School is or becomes, at any time while the contract or any extension of 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. Such cancellation shall be effective when written notice from the School Principal is received by the parties to this contract, unless the notice specifies a later time.

11. SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

12. RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a School payment issued thereunder and that Contractor should make arrangements to directly pay such expenses, if any.

13. INTERPRETATION – PAROLE EVIDENCE

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage to the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the School Procurement Rules is used in this contract, the definition contained in such rules shall control.

14. ASSIGNMENT – DELEGATION

No right or interest in this contract shall be assigned by the Contractor without prior written permission of the School and no delegation of any duty of Contractor shall be made without prior written permission of the School. The School shall not unreasonably withhold approval and shall notify the Contractor of the School’s position within fifteen (15) days of receipt of written notice by the Contractor.

15. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the School. All subcontracts shall comply with Federal, Tribal, and applicable State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used. The School shall not unreasonably withhold approval and shall notify the Contractor of the School’s position within fifteen (15) days of receipt of written notice by the Contractor.

16. FINGERPRINT CLEARANCE CARDS

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

Contractor, subcontractors, Contractors and their employees shall not provide services on school property until authorized by the School.

Additionally, contractor shall comply with Governing Board Policies of Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc.

17. REGISTERED SEX OFFENDER NOTIFICATION RESTRICTION

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

Any breach of Contractor’s or any subcontractor’s warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

18. RIGHTS AND REMEDIES

No provision in this document or in the Vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

19. PROTESTS

Any protests shall be in writing and shall be filed with the School's Business Office. A protest of a solicitation shall be received at the School's Business Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of 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.

20. WARRANTIES

Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of the material, service, or construction specified and any inspection incidental thereto by the School shall not alter or affect the obligations of the Contractor or the rights of the School under the foregoing warranties. Warranties of furniture and equipment received during the months of June through August shall commence on the date of school openings. Additional warranty requirements may be set forth in this document.

21. INDEMNIFICATION

Contractor shall indemnify, defend, and save harmless the School from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the School on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, or of their employees, agents, or representatives, in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the School or its employees.

22. OVERCHARGES BY ANTITRUST VIOLATIONS

The School maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the School any and all claims for such overcharges as to the goods or services used to fulfill the contract.

23. FORCE MAJEURE

- A. 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, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. 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, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. 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.

- B. 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 as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt 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 modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

24. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance to this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. RECORDS

Each Contractor shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the School.

26. ADVERTISING

Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the School.

27. RIGHT TO INSPECT PLANT

The School may, at reasonable times and at its expense, inspect the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

28. INSPECTION

All material, service or construction are subject to final inspection and acceptance by the School. Material, service or construction failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the contractor. If so returned, all costs are the responsibility of the Contractor.

29. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of the School and shall not be used or released by the Contractor or any other person except with prior written permission of the School.

30. PURCHASE ORDERS

The School shall issue a purchase order for the goods or services covered by this contract. All such purchase orders will reference the contract number as indicated on the Offer and Acceptance page.

31. PACKING AND SHIPPING (if applicable)

Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, Blackwater Community School, 3652 E. Blackwater School Rd. Coolidge, AZ 85128 unless otherwise notified by the School. C.O.D. shipments will not be accepted.

32. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the School until the School actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

33. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall constitute a breach and contractor shall not have the right to substitute a conforming tender.

34. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming

materials. Delivery of nonconforming materials or a default of any nature, at the option of the School, shall constitute a breach of the contract as a whole.

35. SHIPMENT UNDER RESERVATION PROHIBITED

Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

36. LIENS

All goods, services and other deliverables supplied to the School under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the School. Upon request of the School, the Contractor shall provide a formal release of all liens.

37. PAYMENT

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice.

38. LICENSES

Contractor shall maintain in current status all Federal, State and Tribal licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

39. COST OF PROPOSAL PREPARATION

The School shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

40. CONFIDENTIAL INFORMATION

- A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Executive Director of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the School makes a written determination.
- C. The School shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the School determines to disclose the information, the School shall inform the Offeror in writing of such determination.

41. AUTHORIZED CHANGES

The school reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Executive Director prior to the institution of the change.

42. TERMINATION FOR CONVENIENCE

The School reserves the right to terminate any resulting order or contract upon thirty (30) days written notice. The School will be responsible only for those standard items which have been delivered and accepted. If the items being purchased are truly unique and therefore not salable or useable for any other application, the School will reimburse the Contractor for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the School after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the School to examine such books and records as may be necessary in order to verify the reasonableness of any claims. In the event of non-availability of funding, any resulting order or contract is subject to immediate termination, without penalty, by the School's Board of Trustees. In addition, all agreements are subject to review by the School's attorney.

43. PUBLIC RECORD

All offers submitted in response to this Request for Proposal shall become the property of the School and shall become a matter of public record available for review, subsequent to the award notification.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

Pursuant to provisions of the School Procurement Rules, Blackwater Community School / Akimel O’Otham Pee Posh Charter School Inc. intends to establish a contract with **a qualified entity to provide custodial services for Blackwater Community School / Akimel O’Otham Pee Posh Charter School Inc.**

2. AUTHORITY

This solicitation as well as any resultant contract is issued under the authority of the School Principal. No alteration on any resultant contract may be made without the express written approval of the School Principal in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School Procurement Rules. Any such action is subject to legal and contractual remedies available to the School inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. CONTRACT TYPE

Sealed Dollar Cost Proposal.

4. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the School requires an offer in response to this solicitation to be valid and irrevocable for thirty (30) days after the opening time and date.

5. INQUIRIES

All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via mail, fax or email. Offerors shall not contact or ask questions of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.

6. PROPOSAL OPENING

Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the School. The name of each Offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized School personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

7. RESPONSE FORMAT

All proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

8. DISCUSSIONS

After the initial receipt of proposals, the School reserves the option to conduct discussions with those Offerors who submit proposals determined by the School to be reasonably susceptible of being selected for award.

9. BEST AND FINAL OFFERS

If discussions are conducted, the School shall issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.

10. TERM OF CONTRACT

A three (3) year contract with annual renewals is contemplated, subject to satisfactory negotiation of terms and the concurrence of the Board of Trustees unless terminated, canceled or extended as otherwise provided herein.

11. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) year per extension up to a maximum of four (4) years.

12. MULTI-TERM CONTRACT

A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the School by encouraging effective competition or otherwise promoting economics in the School procurement. The estimated requirements cover

the period of the contract and are reasonable continuing.

13. PRICE ADJUSTMENT

The school may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The School shall determine whether the requested price increase or an alternate option is in the best interest of the School.

14. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

15. BILLINGS

All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

16. INSURANCE

The School requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The School will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at the time submit an original copy of the attached certificate of insurance for coverage in the minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

17. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the School.
- B. If key personnel are not available for work under this contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the School, and shall, subject to the concurrence of the School, replace such personnel with personnel of substantially equal ability and qualifications.

18. HIRING OF ARIZONA STATE RETIREMENT SYSTEM (ASRS) RETIREES

- A. Arizona Revised Statute §38-766.02 states the employer must pay an alternative contribution rate for Arizona State Retirement System (ASRS) retirees who return to work in any capacity in a position ordinarily filled by an employee of the employer who is included in agreements providing for their coverage under the federal old age and survivors insurance system. Offers for services falling with this definition must indicate how the alternative contribution rate is being collected from the employee and provided to the School.
- B. In addition, an employer of a retired member shall submit any reports, data, paperwork or materials that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return to work program.

19. CONTRACT CANCELLATION

This contract is critical to the School and the School reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation term or condition of the contract. The School shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

- A. The contractor provides material that does not meet the specifications of the contract;
- B. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- C. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The contractor fails to make progress in the performance of the contract and/or gives the School reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The School may resort to any single or combination of the following remedies:

- A. Cancel any contract;

- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- D. In case of default, the School reserves the right to purchase materials, or to complete the required work in accordance with the School Procurement Rules. The School may recover reasonable excess costs from the contractor by:
 - 1. Deduction from an unpaid balance.
 - 2. Collection against the bid and/or performance bond; or
 - 3. Any combination of the above or any other remedies as provided by law.

SCOPE OF WORK

Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. is seeking proposals for custodial services included but not limited to the following:

- A. Hours of work: Monday – Friday 3:30 PM to 11:00PM
- B. Clean all buildings including bathrooms located within the school property: cleaning includes daily vacuuming, sweep & mopping (depending on the surface) and emptying trash cans
- C. Sanitize, sweep, mop and disinfect toilets, sinks, faucets, light switches and door handles in ALL bathrooms including the cafeteria bathrooms
- D. Remove all trash and properly dispose from the playground
- E. Sanitizing all students’ desks daily
- F. Secure entire campus before ending shift
- G. Ensure all inside lights are turned off before ending shift
- H. All gates are locked before leaving campus
- I. Security alarms are “armed” in both locations as advised by Facilities Supervisor
- J. Keep master key safe at all time. Failure to do so, school will bill vender for relocking the entire campus.
- K. In the event of bodily fluids (throw up, blood, urine or feces) vender will disinfect exposed area with school provided chemicals including deep cleaning the surface
- L. Notify school administration at least 12 hours prior to not showing up for duty for all emergency situations
- M. If any service(s) written in this document is not performed, the school will deduct the cost at a prorated basis from the monthly payment
- N. Remove excess trash from receptacles in all buildings and on play areas.
- O. OPTIONAL YEARLY SERVICES:
 - a. Shampoo/Sanitize all carpets and rugs
 - b. Strip and wax all floors
 - c. Deep clean all non-wax able and wood floor surfaces
 - d. Deep clean and sanitize all restrooms

***Carpet Area: 25,587**

***Laminate tile 62,713**

***Wood Flooring Surface: 1,700**

(*all areas are estimated)

1. SERVICE DAYS

The Contractor shall provide all specified custodial services to each site beginning July 1st, 2023 through June 30, 2024 for the initial term of the contract and July 1 through June 30 for any initial annual contract renewal thereafter. The administration and staff working areas are used every day except on legal holidays and other specified dates during School recesses. Fiscal year 2023-2024 schedule of holidays is as follows:

July 4, 2023	December 8, 2023	March 29-April 1st 2024
September 4, 2023	December 18-29, 2023	May 27, 2024
September 15, 2023	January 1, 2024	
November 10, 2023	January 15, 2024	
November 23-24, 2023	February 19, 2024	

- A. A copy of the 2023-2024 (Attachment 4) School Calendar is attached to this proposal. Custodial services are required even when school is not in session.
- B. Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. facilities are utilized all year long. Some of the scheduled programs that occupy a portion of the facility are:

October 2-13, 2023 – Fall Intercession
 March 4-15, 2024 – Spring Intercession
 May 28 – June 21, 2024– Summer Intercession

NOTE: The School reserves the right to change the dates for services required pending final approval of each fiscal calendar.

2. CLEANING SUPPLIES

- A. Cleaning supplies are provided by the School and shall be used in accordance to manufacturer’s recommendation.
- B. All empty containers shall be removed from the premises by the Contractor.
- C. Cleaning supplies and paper products that will be provide at School’s expense:
 - 1. Cleaning supplies (including soaps, waxes, disinfectants, etc.)
 - 2. Paper Toweling
 - 3. Toilet Tissue
 - 4. Liquid hand soap
 - 5. Materials for refinishing floors
 - 6. Plastic garbage liners
 - 7. Fluorescent and incandescent tubes and bulbs

NOTE: These materials are to be obtained from a School employee on an “as needed” basis and stored in a secured area by the School.

3. CUSTODIALCLOSETS

All supplies and equipment shall be stored in a neat, orderly, and well-maintained manner.

4. SUFFICIENT NUMBER OF EMPLOYEES

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

- A. Contractor shall provide a site supervisor.
- B. Contractor shall provide a sufficient amount of personnel needed to fulfill building cleaning responsibilities. Duties also include locking and securing the building at night.

5. CUSTODIALPERSONNEL

- A. Contractor shall provide trained qualified personnel in addition to the Site Supervisor to perform the duties required in accordance with the specifications.

- B. Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from tenants, customers, or other persons using the premises. The personnel assigned to a specific area shall be used exclusively in that area and will not perform other or additional duties specified herein during that shift, unless so directed by the Custodial Services Supervisor.
- C. Contractor shall instruct its Lead Person that all lights in the building are to be turned on just prior to cleaning. Lights are to be turned on only in the area being cleaned. After cleaning an area the lights will be turned off before proceeding to the next area.

6. CONTRACTOR'S EMPLOYEES

- A. Contractor's employees shall be neat and clean in appearance and shall wear a clearly visible identification badge. It is the Contractor's responsibility to obtain such identification and maintain badges. The badge shall have the employee's name, photograph, and company name on the face of the badge and must be displayed at all times while the employee is on the premises. No employee will be allowed to work in the building without such badge.
- B. No family member of contractor's employees shall be allowed to remain on any school site except to transport them to or from the site.
- C. Contractor shall insure that their employees do not use any office equipment, radios, television sets, telephones or other equipment located in the facility.
- D. Contractor shall insure that all School Fire, Safety, Lock Down, Lock Out, and Security procedures are followed by its employees.
- E. Contractor shall advise the site's designated authorities immediately if any employee or representative or agent of Contractor is injured within the service of this contract.
- F. Contractor shall insure that employee furnished under this agreement must be physically capable of any strenuous activity that may be required. Custodial personnel reporting for duty must be in good physical health, not taking any medications that would impair or limit performance.
- G. Contractor's employees may use the school custodial facilities (mop sink areas, lavatories, and lunchroom or other designated areas.)
- H. Contractor's employees are strictly restricted from opening or getting access to any school employee and or student's personal and confidential files and documentation, medicine cabinets and drawers in school nurse's office.

7. WORK CREW

- A. Incompetent employees or employees whose on-site actions are not in the best interest of the School, in the School's opinion, will be removed from the project upon notification of the Contractor's Supervisor.
- B. Contractor will be expected to carry out work in a professional workmanlike manner and complete cleaning per specifications. If School's representative feels that work is contrary to what is considered professional and workmanlike, he will immediately notify the project superintendent. If action is not taken to correct work, the School reserves the right to stop work and pay Contractor for only that percentage of work completed.

8. CONTRACTOR'S SUPERVISION

- A. Contractor must provide a Site Supervisor equipped with a cell phone/radio at the site that is acceptable to the School. The Site Supervisor must:
 - i. speak and write English.
 - ii. be able to communicate with his staff regarding instructions, etc.
 - iii. not be changed without the approval of the Principal.
 - iv. remain on the premises whenever the Contractor's employees are present.
 - v. notify the site Designated authorities of any new employees prior to their arrival on campus.
 - vi. provide an orientation for all new employees of the Contractor.
- B. The Site Supervisor shall be responsible to the site Designated authorities for:
 - i. the competent performance of all custodial work,
 - ii. shall direct the cleaning activities of the custodial staff
 - iii. shall make sufficient daily routine inspections to ensure that the work is performed as specified.
 - iv. shall keep and file with the daily and weekly reports of programmed cleaning in accordance with the specifications.
 - v. shall not be responsible for cleaning any other areas at the School facilities outside the areas included in this Contract.

routines in regards to custodial service. Contractor must provide documentation of training to demonstrate that its employees understand procedures for handling biological hazards.

- C. Contractor must provide time to have its employees trained, at their expense prior to providing contracted services.
- D. Blackwater Community School/ Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. reserves the right to have a representative present during training sessions.

9. PERFORMANCE OF WORK

Contractor shall provide all supervision, training, management, direction, and control necessary to perform the work under the contract.

10. INSPECTION

Contractor’s on-site supervisor shall conduct a daily inspection of the premises to ensure compliance with the required scope of work and shall maintain written records of these inspections. A copy of the inspection report shall be furnished to the site designated authorities. This should be reviewed on a weekly basis.

11. PERIODIC INSPECTION

- A. Periodically, the Contractor and School’s representative shall inspect the work. Any deficiencies identified shall be upgraded by the Contractor to the satisfaction of the School.
- B. Agenda:
 - i. Walk Through
 - ii. Identification of problem areas
 - iii. Time frame for correction of problems
- C. School designated authorities for each site shall inspect on an as needed basis and at random intervals.
- D. Contractor’s onsite Supervisor shall confer at least once a week with the designated authorities of the school or as required by School to keep the School fully informed of any mutual concerns such as scheduling of activities, personnel changes, etc.
- E. For the first year of the contract, contractor’s management team shall meet with School management once a month to discuss procedures, progress and concerns. After the initial first year of the contract, meetings may occur quarterly.

12. MAINTENANCE NEEDS

The Contractor’s on-site Supervisor will inform the Designated authorities as to the location where maintenance repairs are needed. School will provide the necessary repair forms.

13. BUILDING STAFF

The School/Building Administration remains directly in charge of the buildings and grounds at all times. At times when contractor’s employees are present the Contractor’s Supervisor is in complete charge of these employees’ and is thus responsible for the building. He will contact the site Designated authorities directly should anything unusual occur, and he must not leave the premises without ensuring that the building is secured.

14. SECURITY OF PROPERTY

- A. The Contractor will be held completely responsible for internal area security while his employees are the only occupants of the building.
- B. When facilities are in partial use by the school, outside organizations, or other authorized persons, the Contractor shall not be responsible for security in those areas. The School and its designated agents shall be responsible for security in such areas during the presence of the aforementioned organization. When possible, rooms in use should be cleaned to accommodate after hour schedules, allowing for one (1) cleaning of those rooms.
- C. For all School sites, the Contractor will be responsible for locking and securing all gates and doors prior to leaving the school. All classrooms are to be secured as soon as work has been completed; no rooms are to be left unlocked or opened unless they are in the process of being cleaned.

- D. Contractor will be held strictly responsible for the security of the building, i.e., all doors and windows closed and locked, lights turned off, etc. at the end of each day's work, except as otherwise herein specified.
- E. Contractor shall be held strictly responsible for keys issued to him to provide access for the performance of the work. No keys shall be duplicated. In the event any keys issued to the Contractor are lost, the Contractor will be responsible for re-keying the building as directed by the Governing Board. At no time shall the Contractor release the security code to unauthorized personnel. Only the Site Supervisor shall have this code.

PROPOSAL FORMAT

One original and two copies of the proposal must be submitted. The proposal must conform to the format specified below. The School will not make reimbursement for the cost of developing or presenting proposals in response to the RFP.

Title Page

Each proposal must contain a title page that identifies the RFP and subject and provides the firm name, address and phone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (non-rescindable).

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

Letter of Transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The contractor's understanding of the work to be performed;
2. A positive commitment to perform the service within the time period specified;
3. The names of persons authorized to represent the firm, their titles, addresses and telephone numbers;
4. Reference to a sealed envelope that contains the all-inclusive for services outlined in the RFP.

Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the work as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The School will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The sealed dollar cost proposal sheet should include the following information (See Attachment 3):

- 1.) Name of Contractor and DBA.
- 2.) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with Blackwater Community School/Akimel O'Otham Pee Posh Charter School, Inc.
- 3.) Address of Contractor.
- 4.) URL Address.
- 5.) Phone, fax and e-mail.
- 6.) Taxpayer ID#.
- 7.) Day-to-day contact information.

EVALUATION CRITERIA / PROPOSAL FORMAT

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

The following represents the principal selection criteria that will be considered during the evaluation process.

- A. Related Work Experience and References – The evaluation of Contractor’s history, experience, Workmen’s Compensation rating, staffing, references (Attachment 3), and performance evaluation surveys. (150 points)
- B. Offered Services – The evaluation of the proposed services plan, including how it is managed, organized and staffed, the Contractor’s response to the questionnaire, the transition plan, the billing process and Contractor’s inventory. (300 points)
- C. Cost – The evaluation of the cost of proposed services. The Contractor that offers the lowest cost for specified services will receive the maximum points for this tab. The other Contractors will receive a proportionate score based of the following formula: Lowest Firm Cost/Offered Firm Cost. (250 points)
- D. Personnel – The evaluation of qualifications and experience of key personnel within the organization, including those staff members assigned to the School. Also evaluated will be the Company’s training programs for personnel. (200 points)
- E. Compliance with Terms and Conditions, Scope of Work and Perceived Ability to Provide Services – The evaluation of Contractor’s perceived ability to meet the School’s needs and to follow instructions within the solicitation. (100 points)

Evaluation Schedule – Tentative schedule. Dates are subject to change.

RFP Released	April 5 th , 2023
RFP Pre-Proposal Meeting (if applicable)	None
RFP Due Date and Time	May 5, 2023 @ 1:00 p.m. M.S.T.
RFP Evaluated	May 26, 2023
RFP Interviews / Presentations / Site Visit (if necessary)	May 8, 2023 thru May 12, 2023 – (scheduled after written request)
RFP Best & Final (if necessary)	June 1, 2023
RFP Awarded	June 9, 2023
Notice of Award Letters	June 12 th , 2023
Anticipated Contract Start Date	July 1st, 2023

1. AWARD BASIS

In accordance with A.A.C. R7-1050, the successful Contractor will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. Awards will not be made based on price alone.

2. TERMS OF AWARD

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the School to award a multi-term contract, beginning services March 15, 2020 through June 30, 2020. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional three one-year contracts (fiscal year ends 2021, 2022, and 2023). However, no contract exists unless and until a purchase order is issued each fiscal year. Renewals will be based upon funds availability and Contractor performance.

The contract may be terminated by either party prior to the expiration date upon ninety (60) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

3. CONTRACT AWARD

It is anticipated that a contract under this RFP will be awarded to a single Contractor.

It is expected that the award for this contract will be made at the June 6, 2023 Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. Governing Board special meeting. However, no commitment is made to this award date.

4. ACKNOWLEDGEMENT OF ADDENDA

In accordance with A.A.C. R7-2-1042(A.1.b), Contractor shall acknowledge receipt of all addenda by submitting a copy of the addenda with their proposal response.

5. **REQUIRED CONTRACT/AGREEMENT**

Your company will be required to sign the School's contract/agreement, a copy of that contract/agreement is included with this RFP (Attachment 1).

6. Proposal Format: **One (1) original and two (2) complete copies** of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "**original**". The material should be in sequence and related to the RFP. The School will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal shall include at least the following information:
7. Experience and Expertise: The proposal should contain the following:
- A. Experience of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
 - B. The proposal should identify the key personnel that will be assigned to work under the contract, and should include a detailed resume for each such individual. Each resume should be in sufficient detail to analyze the proposed person's qualifications and should include education and related experience.
 - C. A list of references. References should be verifiable and should be able to comment on the Offeror's related experience. The Offeror shall submit at least three (3) similar-type references. The list must include organization name, address, contact person, and their phone number.
 - D. Method of Approach: The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the Offeror's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
 - E. Cost Proposal: The cost proposal shall be submitted, as indicated, on the Price Sheet attached to the Request for Proposal.

**Return the signed Offer and Acceptance sheet, Page 1 with your Proposal
NO BID RESPONSE**

Material and/or Service: _____

Bidders not responding to this solicitation are asked to complete this form. Please fax this form to (520) 215-5862 or return by mail to:

Blackwater Community School
Business Office
3652 E. Blackwater Community School Rd.
Coolidge, AZ 85128

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO BID:

Do not handle product/service

Unable to respond due to current staff availability and/or business conditions

Insufficient time

Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This NO BID response is authorized by: _____

Signature

Title

Please check one:

Retain our company on the mailing list for future solicitations.

Please remove our company from the mailing list.

Please remove our company from this commodity or service only.

Attachment 1 - INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of ___, 2023 (the “**Effective Date**”) between Blackwater Community School (the “**School**”), a tribally controlled grant school, and _____ (“**Contractor**”) (collectively, the “**Parties**”). The School requests the Contractor to perform services for it and as laid out in the Scope of work section of the RFP.

The Parties therefore agree as follows:

1.1. Term and Termination.

1.2. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services or until June 30, 2020, whichever occurs sooner. This period shall be referred to as the “**Term**.” This Agreement may be terminated earlier pursuant to Paragraphs 1.2 – 1.3.

1.3. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

1.3 Either Party may also terminate this Agreement without cause, so long as the terminating party provides thirty calendar days' written notice to the other of termination.

2.1. Contractor Services and Rate of Pay.

2.2. During the Term, the School may engage the Contractor to provide the following services as needed (the “**Services**”), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

2.3. The Contractor shall provide all necessary equipment to perform the Services. School will Provide cleaning supplies and chemicals in order to perform the job requirements If the Contractor has obtained employees or agents (the “**Contractor Personnel**”), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the “**Work Product**”). Any such Work Product created pursuant to this Agreement shall be the property of the School, who has procured the Contractor's Services hereunder, and such Work Product shall be turned over to the School at the culmination of this Agreement.

2.4. The Contractor shall notify the School of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than **10 days** prior to such change(s). If the Contractor becomes aware of such change(s) within the **10 days** period, the Contractor shall promptly notify the School of such change(s) within a reasonable amount of time.

2.5. The Contractor shall issue invoices that itemize the work performed in the period billed to a sufficient level of specificity as determined by the Principal, in connection with the Business Office. Invoices shall be submitted to the School's accounts payable department within thirty days of completing the Services, unless otherwise instructed by the School. The Contractor shall also provide any supporting documentation as instructed by the School's accounts payable department. The School shall remit payment to the Contractor within thirty days of receiving the invoice from the Contractor.

2.6. The School shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor. Any such liabilities shall be the sole financial responsibility of the Contractor, including as such liabilities may arise with respect to any Contractor Personnel.

3.1. Independent Contractor Status.

3.2. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of the School. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.3. The Contractor **may not** act as agent for, or on behalf of, the School, or to represent the School, or bind the School in any manner.

3.4. Neither the Contractor, and the Contractor's Personnel, if any, will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the School.

4.1. **Ownership.**

4.2. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as otherwise necessary to ensure the School's complete ownership of all rights, titles and interest in the Work Product, the Contractor shall transfer and assign to the School all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the School sees fit.

4.3. The School grants the Contractor, a limited, non-exclusive, non-transferable, non-assignable, royalty free, worldwide license to display the Work Product on a platform personally controlled, in whole or in part, by the Contractor. The School may revoke this license at any time by requesting the removal of the Work Product displayed by the Contractor. Upon such request, the Contractor shall remove the Work Product from the platform, and provide written notification of such removal.

5.1. **Insurance Coverage.** The Contractor understands and agrees that, as a precondition to this Agreement and prior to beginning any work on behalf of the School, the Contractor shall obtain and must provide a certificate of liability insurance naming Blackwater Community School as an additional insured for the following types of insurance coverage at the amounts identified herein:

- Workers' compensation coverage must provide statutory limits and show limits of \$1,000,000.00/\$1,000,000/\$1,000,000.
- General liability coverage in the amount of \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate;
- Auto liability coverage in the amount of \$100,000.00 combined single limit for bodily injury, \$300,000.00 for total bodily injury, and \$100,000.00 for property damage.
- Contractor must acquire a Business License from Gila River Indian Community prior to starting the work.

Should the Contractor not provide the aforementioned certificate of liability prior to commencing work with the School, or should the Contractor allow any mandatory insurance required by this Agreement to expire during the term of this Agreement, Blackwater Community School will assess a 5% penalty in the form of a deduction from any payment of fees paid to Contractor to cover the cost to Blackwater Community School for providing said coverage through the School's own carrier(s).

The Contractor hereby acknowledges and agrees that the foregoing coverage is required at any and all times work is performed on behalf of the School, regardless of whether said work is performed on the School's campus or not.

5.1 Workers' Compensation Not Required for Sole Proprietors

Pursuant to Arizona law, certain sole proprietors are not required to maintain workers' compensation insurance coverage. If the Contractor is a sole proprietorship or other entity that is not required to secure such coverage for him/herself or his/her employees, Contractor nevertheless agrees to release, indemnify, and hold harmless Blackwater Community School from all claims, fines and actions, including any award by the Industrial Commission of Arizona, or any other similar administrative body and/or court of law, arising out of claims by an employee or agent of the Contractor for work-related injuries.

6.0 Interactions with School Personnel. As a condition of this Agreement, the Contractor expressly agrees to interface with School personnel in a professional manner at all times. Neither the Contractor nor Contractor Personnel shall have any right, whatsoever, to direct any School personnel. Further, Contractor hereby agrees not to interfere with any School business outside the scope of Services defined herein, nor interfere with any personnel matters. Should the Contractor experience any issues with respect to its engagement with the School hereunder, he/she/it should direct those concerns only to the Superintendent / Principal.

7.0 Fingerprinting and Background Check Clearance. The Contractor understands that as a condition of entering into this Agreement both the Contractor and any Contractor personnel will be required to undergo fingerprinting and a background clearance check pursuant to the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. §3201, *et seq.*, and its implementing regulations. This process must be completed *prior to* the Contractor beginning any work on campus.

8.0 Confidentiality of Proprietary Information. The Contractor understands and agrees that, pursuant to this Agreement, the Contractor may become aware of confidential or proprietary information related to the School's staff or its students. The Contractor acknowledges and agrees to maintain the confidentiality of any such information, unless otherwise compelled by law. The Contractor further agrees that this is a material condition of this Agreement and that a breach of this clause shall entitle the School to immediately seek injunctive relief in a forum of its choosing.

9.0 Other Conditions. The Contractor further agrees that during the term of this Agreement to follow the School's dress code policies.

10. Representations. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

11.0 Indemnification. The Contractor, on its own behalf and on behalf of any Contractor Personnel, shall indemnify and hold harmless the School, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services, including those provided by any Contractor Personnel, under this Agreement.

12.0 Liability. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

13.0 Disclaimer of Warranty. THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SCHOOL DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

14.0 Miscellaneous Provisions.

14.1. This Agreement, and duplicates or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

14.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

14.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the

duration of this Agreement.

14.4. This Agreement shall not be assigned by either party without the express written consent of the other party.

14.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

14.6. This Agreement is be governed by and construed in accordance with the laws of the Gila River Indian Community and any applicable federal law, without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal court, or in the Gila River Indian Community tribal court, except as may otherwise be provided herein. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, TRIBAL AND FEDERAL, WITHIN THE STATE OF ARIZONA AND THE GILA RIVER INDIAN COMMUNITY

The Parties are signing this Agreement on the date stated in the introductory clause. BLACKWATER COMMUNITY SCHOOL

By: _____ Name:
Title: Principal

Vendor/Contractor

By: _____ Name: Vendor/Contractor

Title:

Attachment 2 – PERFORMANCE EVALUATION SURVEY

This portion is to be completed by the Contractor. Fill out information before sending to your Client. Include 1) name of person who will fill out the survey, 2) the name of person’s company and 3) their phone number. 4) YOUR company name as the company being surveyed.

TO THE ATTENTION OF :
NAME OF CLIENT’S COMPANY:
PHONE:
COMPANY BEING SURVEYED (YOUR COMPANY NAME):
SUBJECT: REQUEST FOR PROPOSAL (RFP) 23-24-01CS FOR: CUSTODIAL SERVICES

To Whom It May Concern:

Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. has implemented a process that collects past information on Contractors. The information will be used to assist the School in the evaluation to determine responsive and responsible procurement of the above Contractor.

The company listed above has chosen to participate in this solicitation. They have listed you as a past or present client that they have provided services for. Both the company and Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please evaluate the Performance of the Contractor (10 means-you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means - you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

This portion is to be completed by the past clients. Please provide scoring reference for Company Being Surveyed.

NO	Criteria	Unit	SCORE
1	Ability to Manage Cost	(1-10)	
2	Quality of Program	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Quick Response Time	(1-10)	
5	Close Out Process (invoicing, no unexpected fees)	(1-10)	
6	Communication	(1-10)	
7	Ability to Follow Rules, Regulations and Requirements	(1-10)	
8	Overall Customer Satisfaction Based on Performance (comfort level in using Contractor again)	(1-10)	

TOTAL POINTS _____

Thank you for your time and effort in assisting the Contractor in this important endeavor. Please fax this questionnaire to Blackwater Community School/Akimel O’Otham Pee Posh Charter School, Inc. at (520) 215-5862 OR email form to Chance.Madewell@bwcs.k12.az.us by May 31st, 2021.

Signature

Date

Printed Name (Company being Surveyed)

Title

Attachment 3 – CONTRACTOR INFORMATION

Company Legal / Corporate Name		
Doing Business As (if different than above)		
Address		
City	State	Zip
Phone	Fax	
URL Address	E-Mail	
Taxpayer Identification #	DUNS #	
Remit to Address		
City	State	Zip
Phone	Fax	
Day to Day Contact Name (if awarded a contract)	Title	
Address	E-Mail	
City	State	Zip
Phone	Fax	

Attachment 4 - SCHOOL CALENDAR 2023-24

Blackwater Community School/Akimel O’Otham Pee Posh Charter School Inc. RFP 23-24-01CS



July 2023				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26^	27	28
31				

August 2023				
Mon	Tue	Wed	Thu	Fri
	1	2^	3	4
7	8	9^	10	11
14	15	16^	17	18
21	22	23^	24	25
28	29	30^	31	

September 2023				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6^	7	8
11	12	13^	14	15
18	19	20^	21	22
25	26	27^	28^	29^

October 2023				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18^	19	20
23	24	25^	26	27
30	31			

November 2023				
Mon	Tue	Wed	Thu	Fri
		1^	2	3
6	7	8^	9	10
13	14	15^	16	17
20	21	22^	23	24
27	28	29^	30	

December 2023				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6^	7	8
11	12	13^	14^	15^
18	19	20	21	22
25	26	27	28	29



"Quality Education Begins Here"

SPECIAL DATES

All Teacher In-Service All Staff Return First Day of School GRIC In-service (No School) 40th Day of School Community Luncheon 100th Day of School Legends Night Promotion Day Last Day of School Summer School	July 11-July 17 July 18 July 20 August 11 September 18 November 17 January 16 January 26 May 22 May 24 May 28-June 21
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HOLIDAYS (observed)

Independence Day Labor Day Native American Day Veterans Day Thanksgiving Day GRIC Water Rights Day Christmas Day New Year's Day Martin Luther King Day Presidents Day Easter Break Memorial Day Juneteenth	July 4 September 4 September 15 November 10 November 23-24 December 8 December 25 January 1 January 15 February 19 March 29-April 1 May 27 June 19
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Parent-Teacher Conferences
 September 28-29
 December 14-15
 February 29- March 1
 Early Release 1:00 pm & Reports Cards Issued

SCHOOL BREAKS

Fall Break	October 2-October 13
Winter Break	December 18-December 29
Spring Break	March 4-March 15

ACADEMIC QUARTERS

1st Quarter (49 days)	July 20-September 29	July 20-September 29
2nd Quarter (41 days)	October 16-December 15	October 16-December 15
3rd Quarter (42 days)	January 2-March 1	January 2-March 1
4th Quarter (48 days)	March 18-May 23	March 18-May 23

^ EARLY RELEASE AT 1:00 pm
 Every Wednesday and P&T Conferences
 + EARLY RELEASE AT 12:00 pm

January 2024				
Mon	Tue	Wed	Thu	Fri
1	2	3^	4	5
8	9	10^	11	12
15	16	17^	18	19
22	23	24^	25	26^
29	30	31^		

February 2024				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7^	8	9
12	13	14^	15	16
19	20	21^	22	23
26	27	28^	29^	

March 2024				
Mon	Tue	Wed	Thu	Fri
				1^
4	5	6	7	8
11	12	13	14	15
18	19	20^	21	22
25	26	27^	28	29

April 2024				
Mon	Tue	Wed	Thu	Fri
1	2	3^	4	5
8	9	10^	11	12
15	16	17^	18	19
22	23	24^	25	26
29	30			

May 2024				
Mon	Tue	Wed	Thu	Fri
		1^	2	3
6	7	8^	9	10
13	14	15^	16	17
20	21	22^	23	24^
27	28	29	30	31

June 2024				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Total Instructional Days: 181

BOT Approved: 3.23.2023