



**SAHUARITA UNIFIED SCHOOL DISTRICT #30**  
**REQUEST FOR QUALIFICATION (RFQ) NO. 2022-1**  
**ARCHITECTURAL SERVICES**

**Submittal Due Date and Time:** April 22, 2022 at 2:00 P.M. Arizona Local Time

**RFQ Opening Location:** Sahuarita Unified School District #30  
 District Office  
 350 W. Sahuarita Rd.  
 Sahuarita, AZ 85629

**Questions In Writing Due:** April 15, 2022, 8:00 A.M. AZ LOCAL TIME

**A Pre-Proposal Conference will not be held.**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, the SAHUARITA UNIFIED SCHOOL DISTRICT #30 is inviting sealed proposals for ARCHITECTURAL SERVICES. Statements of qualifications (SOQ) for the materials or services specified will be received by the Sahuarita Unified School District #30 ("District"), at the above specified location, until the time and date cited. SOQ received by the correct time and date shall be opened and the name of each Offeror shall be publicly read and recorded. All other information contained in the SOQ shall remain confidential until award is made.

It is the responsibility of the offeror to ensure timely delivery of the proposal. Any proposal received after the proposal closing time will be returned unopened. Unsigned proposals will be considered unacceptable and will be rejected. The District will not be responsible for the pre-opening of, post-opening of, or a failure to open a proposal, which has not been properly addressed, delivered to the wrong address, or identified as a sealed bid.

The SOQ must be submitted in a sealed envelope/package with the RFQ number and Offeror's name and address clearly indicated on the envelope/package. Emailed or faxed responses will not be accepted. All SOQ must be written legibly in ink or typewritten. Additional instructions for preparing a SOQ are provided herein.

**OFFERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS DOCUMENT.**

All questions must be in writing and should be sent by April 15, 2022, 8:00 A.M. AZ Local Time and must reference the page and item that is to be addressed. Please refer all questions regarding this Request for Qualifications to SUSD30 Procure at: [susd30procure@sahuarita.net](mailto:susd30procure@sahuarita.net).

**Calendar of Events**

- |                                    |   |
|------------------------------------|---|
| 1. Advertisements                  | March 25, 2022 & April 1, 2022          |
| 2. Last day for written questions  | April 15, 2022, 8:00 a.m. AZ local time |
| 3. RFQ Due Date                    | April 22, 2022, 2:00 p.m. AZ local time |
| 4. Estimated Committee review date | April 25, 2022                          |
| 5. Interviews                      | May 5, 2022                             |
| 6. Governing Board Action          | May 11, 2022                            |



Lizette Huie  
 Chief Financial Officer  
 Email: [luhie@sahuarita.net](mailto:luhie@sahuarita.net)  
 Phone: (520) 625-3502 ext. 1002  
 Date: March 22, 2022

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## DOCUMENTS REFERENCED

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

### **Arizona:**

Arizona Revised Statutes (A.R.S) is available at:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C)  
Title 7 – Education / Chapter 2 – State Board of Education /  
Articles 10 & 11 – School District Procurement

[https://apps.azsos.gov/public\\_services/CodeTOC.htm#ID7](https://apps.azsos.gov/public_services/CodeTOC.htm#ID7)

[https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **Federal:**

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

### **District:**

Sahuarita Unified School District #30 / BUSINESS WITH SAHUARITA USD

<https://susd30.us/district/district-services/business-services/conducting-business-with-sahuarita-usd/>

## DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code (A.A.C) R7-2-1001. The terms listed below are defined as follows:

- A. **“Attachments”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments 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. **“Days”** means calendar days unless otherwise specified.
- E. **“Exhibits”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“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.
- G. **“Offer”** means bid, proposal or quotation.
- H. **“Offeror”** means a vendor who responds to a Solicitation.
- I. **“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.
- J. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFQ), or a Request for Quotations (RFQ).
- K. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. **“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.
- M. **“School District”** means the School District 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 Inquires. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 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.
- 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.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 2. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic 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 an intent to be bound, such as an original signature, shall 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. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 2. Request for Qualification: 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. Each Solicitation Amendment 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 to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

## UNIFORM INSTRUCTIONS TO OFFERORS

- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax 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 Price Sheet.
- J. Identification of Taxes in Offer. School districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the school district/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the government unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 1. Amendments
  - 2. Special Instructions, Terms and Conditions;
  - 3. Uniform General Terms and Conditions;
  - 4. Scope of Work/Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 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).

#### 4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. Failure to provide the requested number of copies, may result in bid rejection.
- 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.

## UNIFORM INSTRUCTIONS TO OFFERORS

- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the school district/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the school district/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The school district/public entity shall make a determination on whether the stamped information is confidential pursuant to the school district/public entity's Procurement Code.
  
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
  - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
  
  - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

### 5. **Evaluation**

- 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. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
  
- C. Late Offers, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
  
- 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.



## UNIFORM INSTRUCTIONS TO OFFERORS

- F. Discussions. During evaluation of Request for Proposals, discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to, the solicitation requirements.
- G. 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.
- H. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the school district/public entity reserves the right to:
1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

### 6. **Award**

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

Request for Qualifications: Award of a contract will be made to the offeror whose proposal is determined in writing to be the most advantageous to the school district based upon the factors set forth in the request for qualifications. The District shall be the sole judge in determining the quality of the products, materials and/or services offered. Their decision shall be final.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education school district/public entity Procurement code R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District representative, Jeff Thomason, Purchasing Services Manager, of the school district/public entity.

A. A protest shall include:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;  
And
5. The form of relief requested.
6. The interested party shall supply promptly any other information requested by the district representative.

B. 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.

C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement or Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Documents Referenced in the Solicitation;
- D. 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.
- E. 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.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

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

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the school district/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The school district/public entity shall also have the right to test at its own cost the materials to be supplies under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the school district/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the school district/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the school district/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the school district/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the school district/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the school district/public entity.

**UNIFORM GENERAL TERMS AND CONDITIONS**

**3. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the school district/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice
  
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
  
- C. Applicable Taxes.
  - 1) Payment of Taxes by the School District/Public Entity. The school district/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  
  - 2) State and Local Transaction Privilege Taxes. The school district/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  
  - 3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the school district/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  
  - 4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school district/public entity.
  
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the school district/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The school district/public entity will make reasonable efforts to secure such funds.

**4. Contract Changes**

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

**5. Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
  
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the school district/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
  
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the school district/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the school district/public entity of materials furnished or work performed under this Contract. The school district/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**UNIFORM GENERAL TERMS AND CONDITIONS**

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
  - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
  - c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract  
  
Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the school district/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**UNIFORM GENERAL TERMS AND CONDITIONS**

**6. Warranties**

- A. Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the school district/public entity of the materials or services, they shall be:
  - 1) Of a quality to pass without objection in the trade under the Contract description;
  - 2) Fit for the intended purposes for which the materials or services are used;
  - 3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  - 4) Adequately contained, packaged and marked as the Contract may require; and
  - 5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the school district/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in 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/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the school district/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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

- A. Right to Assurance. If the school district/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the school district/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
  
- B. Stop Work Order.
  - 1. The school district/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the 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/public entity under this Contract are not exclusive.
  
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the school district/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  
- E. Right to Offset. The school district/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the school district/public entity or damages assessed by the school district/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**8. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the school district/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the school district/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
  
- B. Gratuities. The school district/public entity may, by written notice, terminate this Contract, in whole or in part, if the school district/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the school district/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The school district/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
  
- C. Suspension or Debarment. The school district/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school district/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
  
- D. Termination for Convenience. The school district/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the school district/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the school district/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
  
- E. Termination for Default.
  - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the school district/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

## UNIFORM GENERAL TERMS AND CONDITIONS

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity.
3. The school district/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the school district/public entity for any excess costs incurred by the school district/public entity reprocurring the materials or services.

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

### 9. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

### 10. **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.

### 11. **Contractor’s Employment Eligibility**

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

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

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

**UNIFORM GENERAL TERMS AND CONDITIONS**

**12. Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, sub-contractor or vendor or any employee of a contractor, sub-contractor or vendor, who is contracted to supply services on a regular basis shall at their own expense, may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. et seq. An exception to this requirement may be made as authorized in Governing Board policy.

For purposes of this section, “regular basis” shall be defined as at least five (5) times during a month. A copy of the valid fingerprint clearance card shall be supplied to the District upon request.

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

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

**13. 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

**14. Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Creighton Elementary School District #14 reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**15. Federal and State Requirement**

**Compliance with Federal and State Requirements:** Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work hours and Safety Standards Act, the Davis-Bacon Act, and Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.

**16. Davis-Bacon**

For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

**17. Terrorism Country Divestments**

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

**18. Boycott of Israel**

Per A.R.S. § 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.

**19. Affordable Care Act**

Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

**20. EDGAR**

When procuring goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must Complete the EDGAR Vendor Certification Form contained within this document.

**21. Clarification**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal. 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 submittal, except to the extent that correction of apparent clerical mistakes results in a revision.

## SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** The purpose of this Solicitation, also referred to as a Request for Qualifications (RFQ) is to evaluate qualified firms, based on the evaluation criteria, to provide Architectural Services for Sahuarita Unified School District #30 (District).
2. **CONTRACT TYPE**

The District recommends that the AIA Document B101-2017 and Uniform Terms and Conditions, Agreement between Architect and Owner will be utilized for these services. The District will negotiate over the terms incorporated into the agreement with the highest rating firms based upon the evaluation criteria in this RFQ. A final short list of at least three firms but not more than five firms will be created after evaluation and scoring of the submitted SOQ.
3. **TERM OF CONTRACT**

The intended term of the contract shall commence immediately upon the approval and execution of the Architectural Services Contract by both parties and the issuance of a Purchase Order. The contract award shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended to complete the project for a total of five (5) years.
4. **RENEWAL OF CONTRACT**

Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, competitive prices for the materials and services provided under the contract, an issuance of a purchase order.
5. **MODIFICATIONS**

The District will not be responsible for Offerors adjusting their SOQ based on oral instructions by any member of the District staff or contracted consultants or agents. RFQ shall be modified by issuance of a solicitation amendment by the Purchasing Department.
6. **INQUIRIES**

All questions related to this solicitation shall be in writing. *Direct all inquiries to Florence Lopez, Procurement Specialist, via email at [susd30procure@sahuarita.net](mailto:susd30procure@sahuarita.net) no later than April 15, 2022 at 8:00 A.M. Arizona local time.* Any correspondence related to this solicitation shall refer to the appropriate solicitation number, page, and paragraph number. All questions received by the date due will be answered in an Amendment format. The Amendment will be posted on the District – Business Services website: <https://susd30.us/district/district-services/business-services/>

Vendor Registry website:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=3e1354ed-0d9d-4ab3-89cc-115753785912>
7. **TIME STAMP**

All RFQ submittals will be time stamped when received. They will be accepted up to but no later than the time indicated in the RFQ. Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail, whether sent by mail or by means of personal delivery. The Offeror assumes responsibility for having the RFQ deposited on time at the place specified.

**SPECIAL TERMS AND CONDITIONS**

**8. RFQ OPENING**

RFQ submittals 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 District. The name of each offeror shall be read at this time. All SOQ and any modifications and other information received in response to the RFQ shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the qualifications and evaluation document shall be open for public inspection.

**9. LATE SUBMITTALS**

An SOQ submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. An Offeror submitting a late SOQ shall be so notified. Late SOQ shall only be returned at the Offeror's request and expense. The Offeror will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person. SOQ sent via telephone, telegraphed, facsimile, or emailed are not acceptable. The official clock for determining the time shall be that utilized by the District at the place offers are received and stamped.

**10. LICENSES**

Architect shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the firm.

**11. 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. All invoices shall identify the purchase order number and be sent by email to the AP Department at: [susdap@sahuarita.net](mailto:susdap@sahuarita.net)

**12. INSURANCE**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under 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.

The District in no way warrants that the minimum limits contained herein are sufficient to protect the Architect from liabilities that might arise out of the performance of the work under this contract by the Architect, his agents, representatives, employees, or subcontractors. Architect is free to purchase such additional insurance as may be determined necessary. Sahuarita Unified School District #30 shall be named as an additional insured party in the Certificate of Insurance.

**SPECIAL TERMS AND CONDITIONS**

- A. Worker’s Compensation Insurance, as required by Arizona state law, shall be maintained on employees during the entire project.
  
- B. Comprehensive General Liability Insurance:
  - General Aggregate \$2,000,000
  - Each Occurrence \$1,000,000
  - Automobile Liability
  - Combined Single Limit \$1,000,000
  
- C. Errors and Omissions Insurance:
  - Each Occurrence \$1,000,000

**13. 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 District.
  
- 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 District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
  
- C. The Architect and lead assigned to the District shall be consistent and actively participate during both design and construction phases. Any proposed changes due to unforeseen circumstances shall be approved by the District.



## SCOPE OF WORK

### **OBJECTIVE**

The objective of this Request for Qualifications (RFQ) is to develop a contract with a qualified Architectural Firm to provide architectural services for design and construction support for Sahuarita Unified School District #30.

Initial contract period shall be from Date of Award through June 30, 2022 with an option to renew for up to four (4) years on a year-to-year basis or portion thereof. Annual renewals thereafter will be based solely on the determination of the School District as to the performance, costs and general quality of services provided by the successful vendor(s) selected.

This may or may not be a multiple award. The District reserves the right to award as many term contracts to be in the best interest of the District. The award will be limited to the least number of Bidders that the District determines is necessary to meet its needs.

This Architectural Services RFQ is in accordance with School District Procurement R7-2-11117 – R7-2-1121, ARS and ARS 41-2579.

### **GENERAL INFORMATION – Types of Projects**

The following project types are examples of the projects that will require Architectural Services, but are not limited to:

- New elementary schools, middle schools, high schools, or large additions to existing facilities.
- New stand-alone facilities such as special purpose classrooms, laboratory classrooms, libraries, auditoriums, and Food service facilities.
- New stand-alone facilities such as warehouses, maintenance facilities, bus barns, offices, and storage facilities.
- Tenement improvements and building renovations; typical remodel, interior/exterior painting, carpeting, flooring, gym floors, door hardware, building systems upgrades, repairs, alterations to facilities, code corrective work or upgrades.
- Energy and utility cost control projects: EMS systems, HVAC upgrades, irrigation system upgrades, lighting replacements, etc.
- Roof renovations and replacements.
- Site renovations: play fields, playground equipment, landscape improvements, parking lots, hardscapes, play courts.

**SCOPE OF WORK – Basic Services**

- Site Selection Assistance
- Building Programming
- Preliminary Design
- Architectural Drawings and Specifications
- Bidding and/or Negotiations
- Construction Administration
- Project Close-Out and Warranty Walk-Thru
- Civil Engineering
- Storm Water Management Plan
- Drainage Summary
- Structural Design
- Landscaping Design
- Mechanical Design
- Electrical Design
- Fire Protection Design
- Plumbing Design
- Special Systems and Fire Alarm Design
- Transportation

**SCOPE OF WORK – Additional Services (if required)**

- Bond Planning Consulting
- Feasibility Studies
- Reports to AZ School Facility Board (SFB)
- Completes and uploads all SFB reports for District
- Long-Term Planning
- Records Maintenance
- Special Structural Inspection
- Soils Report
- Street Light Design
- Title Reports
- Fire Line Extension Plans
- Master Planning
- Architectural Renderings
- Survey
- Food Service Consultant
- Acoustical Consultant
- Record Drawings
- Demographics Services

## **SCOPE OF SERVICES**

Architectural services and requirements include, but are not necessarily limited to the following:

- Preparation of complete contract documents and contract administration for the entire length of any given project including successful completion and acceptance by the District.
- All work necessary for completion of all projects shall be in accordance with applicable provisions of the State of Arizona Building Code, latest edition, including all subsequent modifications and supplements and all requirements as specified by the Americans with Disabilities Act (ADA).
- Architect shall attend, when requested by Owner, meetings of the Governing Board of Owner for the purpose of discussing the schematics, drawings, cost estimates or construction of the Project.
- Architect may be required to provide appropriate engineering consulting services (i.e. mechanical, electrical, plumbing, civil, landscape, etc.). However, the District reserves the right to approve or disapprove any consultant to be utilized.
- The District reserves the right to select from a variety of construction procurement options including Design/Bid/Build, Construction Manager at Risk, Job Order Contracting, or Qualification Select Bidder List. The type of procurement option selected will be determined at the time of final fee negotiations. The role of the architect and the scope of services required by the District will be consistent no matter the procurement option selected.
- Under the Construction Manager at Risk option, the architect shall be responsible to perform pre-construction services with the selected General Contractor. Pre-construction services shall be a cooperative process that will include the sharing of programming notes, budget development, estimating, scheduling, constructability analysis, etc.
- In the event the District elects to use an alternative delivery method for construction services, such as CM@Risk or Job Order Contracting, it is understood that the architect will assist and support the selected contractor in developing detailed cost estimates and performance schedules. If the District chooses to use the traditional hard bid or qualified select bidder's list method, the architect will assume the cost estimating and performance schedule functions.
- Architect shall be responsible to ensure that a Schematic Design Study and other documents are provided to the District for approval. Architect shall prepare such documents and drawings which shall include individual floor plans, appropriate elevations and sections, mechanical concepts, a list of materials to be used, and other items relevant to the illustration of the scale in relationship to Project Components.

## SCOPE OF WORK

- Architect is responsible for preparing a Statement of Probable Construction Costs based on current area, volume or other unit costs.
- Upon approval of schematic drawings by the District, the Architect shall prepare design of preliminary documents consisting of preliminary drawings and specifications for approval by the District. The Architect shall submit to the District, a further statement of probable project cost and budget. The Architect will further assist the District in submitting any documentation for code or agency approval as Plan of Development.
- The Architectural firm shall be responsible for obtaining all necessary permits to conform to all city and state requirements, if applicable. All permit fees will be considered a reimbursable expense (at cost) to the Architectural firm.
- It is Architect's affirmative obligation, as Owner's agent for the sole purpose of doing so, to advise and consult with Owner and enforce Owner's rights under the Contract during the Construction Administration Phase. Owner shall have the right, but not the obligation, to issue instructions to the Contractor through Architect.
- The Architectural firm shall be responsible for reviewing schedules; keeping the District informed of the progress of the work and reviewing shop drawings and other required submittals; reviewing and approving materials, equipment, and tests; maintaining accounts of the work including the issuance of change orders at the direction of the District; reviewing and approving contractor's application for payment; providing on-site inspection and observation of the work on a consistent basis as needed; preparation of all close-out materials for submittal to the District; and providing warranty evaluation on a quarterly basis.
- The Architect shall conduct and/or attend meetings to discuss schematic, preliminary and working drawings, pre-construction conferences, weekly construction meetings with contractors and Governing Board meetings as required by the District. The Architect shall provide the District with meeting minutes as required by the District.
- Upon completion of construction, Architect shall cause to be delivered to Owner a complete set of "as-built" drawings which shall include all architectural, structural, mechanical, and electrical changes and deliver a self-certified "Certificate of Occupancy".

**1. EVALUTION OVERVIEW**

**A. RFQ Process**

As part of the initial review phase, the evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in the Request for Qualifications. Based on the response and performance data submitted by the firms, the committee will invite two (2) but not more than five (5) firms for interviews regarding their qualifications.

The District and selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process.

**B. Interviews**

No interviews will be held during the RFQ (Request for Qualifications) process.

**C. Final List**

In determining the firms to be on the final list, and in determining the order on the final list, the selection committee shall use and consider only the criteria and weighting of criteria in the Request for Qualifications provided in the Evaluation Criteria & Format section on Page 31- 34 No other factors or criteria may be used in the evaluation, determinations, and other actions.

After the evaluation process, the selection committee will create a single final list with up to two (2) firms and not more than five (5) firms in accordance with R7-2-1117 (D) (3) (c), A.R.S. 41-2579 (C)(2)(d)(ii), and 34-604 (C)(2)(b)(ii).

The District will notify the highest ranking firms as to the status on the final list before negotiations. Additionally, the District will notify those firms that did not make the final list.

**D. Negotiations** R7-2-1121(D)(5), 41-2579(E)(2), and 34-604(E)(2)

Negotiations shall include consideration of compensation and other contract terms that the District determines to be fair and reasonable. In making this determination, the District shall take into account the estimated value, the scope, the complexity, and the nature of the Architectural Services to be rendered.

The fee schedule shall take into consideration the complexity of the work to be performed and the cost of projected construction. The School Facility Boards Architectural Fee Guideline is an example of such a fee structure.

**E. Proposed Selection Schedule**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| • Request for Qualifications issued | March 25, 2022                     |
| • Due Date of RFQ Submittals        | April 22, 2022, 2 PM AZ Local Time |
| • Interviews (Finalist)             | May 5, 2022                        |
| • Governing Board Action            | May 11, 2022                       |

**SUBMISSION REQUIREMENTS**

All interested firms shall prepare and submit one (1) original hardcopy, five (5) hard copies, and one (1) electronic copy on a flash drive. The original should be marked “ORIGINAL” and the copies should be marked “COPY”. All proposals and copies shall be submitted in three (3) ring binder.

All RFQ must be written legibly in ink or typewritten.

Each RFQ must be signed by a legally authorized representative of you firm.

The District will not reimburse any Offeror the cost of responding to a solicitation.

All RFQ and materials submitted become the property of the District.

The mandatory information shall conform to the format specified below. Failure to submit Offer in specified format may cause the District to reject the Offer and to be declared as non-responsive.

Proposals should be divided by Tab sections according to items in the “Evaluation Criteria & Format” section.

The Table of Contents of the proposal should include a clear and complete identification of the materials submitted by Tab section and page number.

**EVALUATION CRITERIA & FORMAT**

**TAB 1            BASIC COMPANY INFORMATION (75 POINTS)**

- 1.1    Company name
- 1.2    Address
- 1.3    If the firm has more than one office, provide specific information about the parent company and administering branch office(s)
- 1.4    Telephone number
- 1.5    Fax Number
- 1.6    Email addresses
- 1.7    Number of years in business, including all name changes
- 1.8    License(s) held by firm and registration with the Arizona Board of Technical Registration
- 1.9    Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.
- 1.10   DUNNS number
- 1.11   Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide services required hereunder by any federal, state or local public agency.

**TAB 2            EXPERIENCE AND EXPERTISE OF FIRM (500 POINTS)**

The overall experience of the submitting firm to complete educational based projects and show a history of demonstrated competence successfully completing similar projects described within the Scope of Work section; The ability of the proposing firm to complete projects within established budgets and completion schedules; The overall management style of firm in positively influencing both the design and construction phase of a project; Previous experience on SFB (State Facilities Board) projects; The overall number of years the firm has been in operation.

- 2.1    Provide an overview of your firm’s experience in the educational environment with the types of projects outlined in the Scope of Work section on Page 25 - 28. Include any areas of specific expertise.
- 2.2    Identify five most recent completed representative examples of projects. Information shall include:
  - 2.2.1    Description of project
  - 2.2.2    Location, including identification of key contact and phone number
  - 2.2.3    Professional services performed (brief)
  - 2.2.4    Personnel that worked on the project
  - 2.2.5    General contractor and contact information
  - 2.2.6    Original budget
  - 2.2.7    Final project cost
  - 2.2.8    Scheduled completion date
  - 2.2.9    Actual completion date
  - 2.2.10    Type of project delivery method used

Referenced projects must have been completed by the “firm” who is submitting the proposal.

<b>EVALUATION CRITERIA &amp; FORMAT</b>
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- 2.3 Provide a list of completed SFB (State Facilities Board) projects.
- 2.4 Provide a list of completed projects that needed collaboration with CCR's of neighborhood associations or HOA's.
- 2.5 Identify the number and types of projects completed over the past three (3) years in Pima County.
- 2.6 Provide a list of disciplines offered in-house by your firm.

**TAB 3 METHOD OF APPROACH (150 POINTS)**

Overall method of approach described by the Offeror in how they would implement and execute architectural services the Scope of Work identified. The completeness, thoroughness, and overall value, offered shall be considered. The ability of the submitting firm to meet the District's needs. The ability of firm to invest resources to the construction administration phase of projects and deal successfully with questions, clarifications, and problems arising in the field. The ability of firm to work successfully with other political agencies, community partners, and regulatory agencies.

- 3.1 Describe firm's approach to meet the District's needs for additions, alterations, and renovations to various District properties per the Scope of Work. To include the following:
  - 3.1.1 Schedule adherence
  - 3.1.2 Inspection
  - 3.1.3 Quality assurance
  - 3.1.4 Overall management and approach to cost savings
  - 3.1.5 Overall management of the construction phase
- 3.2 Describe firm's approach to manage the construction administration phase and deal successfully with questions, clarifications, and problems arising from the field.
- 3.3 Describe firm's approach to work successfully with other political agencies, community partners, HOA's, and regulatory agencies.
- 3.4 Describe firm's approach and philosophy under the Construction Manager at Risk Method.
- 3.5 Describe firm's plan to ensure best performance and how they plan to ensure the level of service meets the needs of the District.
- 3.6 Describe firm's approach and philosophy working on an active site with students and staff.



<b>EVALUATION CRITERIA &amp; FORMAT</b>
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**TAB 4 KEY PERSONNEL (100 POINTS)**

The overall experience and expertise of the assigned individuals; The educational background, certification and registration status of assigned individuals; The expertise of the individuals and their ability to display a level of competence in performing professional architectural services for educational clients.

- 4.1 Provide information about the firm's personnel resources.
  - 4.1.1 Provide the average size of work force
  - 4.1.2 Provide the number of positions or classifications
  - 4.1.3 Provide the location, branch, etc. personnel assigned to
- 4.2 Provide a listing of key personnel that will be assigned to this contract and include the following:
  - 4.2.1 Their professional discipline, areas of specialization, achievements, etc.
  - 4.2.2 Resumes or bios to include educational background, certifications, registration/license status, employment history
  - 4.2.3 List of educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms
  - 4.2.4 Number of years with current firm, number of years in profession
- 4.3 Provide an organizational chart for your firm.
- 4.4 Identify the primary contact person who will represent the firm and interface with the District.
- 4.5 Indicate if any principal or key individual has ever been convicted of a felony. Give a detailed explanation of the names/convictions.

**TAB 5 ORGANIZATION STRENGTH (150 POINTS)**

Financial condition of the Offeror shall be reviewed to ensure long term viability.

- 5.1 Provide financial statements, audited (preferred), representing the past two (2) years. Provide balance sheets, income statement, and retained earnings. **Financial statements will be considered confidential. Provide this information in a separate sealed envelope marked Financials and include this information only in the Original Copy of the submittal.**

<b>EVALUATION CRITERIA &amp; FORMAT</b>
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- 5.2 Provide a certificate of insurance indicating your firm’s insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful firm must provide a certificate that names the District (Sahuarita Unified School District #30) as additional insured per section, Special Terms & Conditions page 26.
- 5.3 Identify the current total dollar value of awarded work currently being managed by the office that would be assigned this contract as well as the total number of direct employees supporting that value.
- 5.4 Identify any past or pending litigation or mediations.
- 5.5 Identify any judgements against the firm,
- 5.6 Identify any current unresolved claims.
- 5.7 Identify any filing under the U.S. Bankruptcy Code.

**TAB 6            RESPONSIVENESS (25 POINTS)**

The ability of the firm to provide all information required at time of RFQ submittal and the quality on the statement of qualifications. The ability of the firm to accept the agreement form between Architect and Owner.

- 6.1 Complete all requested forms and be careful to follow the format requested. Required forms must be signed by an authorized person of the firm to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.
  - 6.1.1 Completed Offer and Acceptance Form
  - 6.1.2 Completed Non-Collusion Affidavit
  - 6.1.3 Completed Vendor Conflict of Interest Form
  - 6.1.4 EDGAR Certifications
  - 6.1.5 Completed IRS W-9 Form
  - 6.1.6 Amendment Acknowledgement Forms (if applicable)

**TAB 7            MISCELLANEOUS**

Provide any additional information that would add value to the projects listed in the Scope of Work section Page 25 – 28 that has not been identified elsewhere.

**OFFER AND ACCEPTANCE**

The Undersigned hereby submits the Qualifications 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 Qualification/Qualifications.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Qualification, contact:

\_\_\_\_\_

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

Federal Employer Identification No. \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

\_\_\_\_\_

Company Name

\_\_\_\_\_

Signature of Person Authorized to Sign Qualifications

\_\_\_\_\_

Address

\_\_\_\_\_

Printed Name

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Title

**CERTIFICATION – By signature in the Offer section above, the Offeror certifies:**

1. The submission of the Qualification did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 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 Qualification. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Qualification. Signing the Qualification with a false statement shall void the Qualification, 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 qualification, 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.
8. By submission of this qualification, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**ACCEPTANCE**

**The Qualifications is hereby accepted.**

**The Architect Firm 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 Architect Firm's Qualifications as accepted by the School District/Public Entity.**

**This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.**

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

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

\_\_\_\_\_  
Authorized Signature

**AMENDMENT / ADDENDUM ACKNOWLEDGEMENT**

This page is used to acknowledge any and all amendments/addendums that might be issued. Any amendments/addendums issued within three days of the solicitation due date, will included a new due date to allow for addressing the addendum/amendment issues. Your signature indicates that you took the information provided in the amendments/addendums into consideration when providing your complete Offer response.

Please sign and date:

**AMENDMENT/ADDENDUM NO. 1 Acknowledgement** \_\_\_\_\_  
Signature Date

**AMENDMENT/ADDENDUM NO. 2 Acknowledgement** \_\_\_\_\_  
Signature Date

**AMENDMENT/ADDENDUM NO. 3 Acknowledgement** \_\_\_\_\_  
Signature Date

*If no amendments/addendums were issued*, indicate below, sign the form and return with your response.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s solicitation, and having first been duly sworn, I hereby depose and state as follows:

The accompany Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

All vendors interested in conducting business with Sahuarita Unified School District #30 (District) shall complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract resulting from this solicitation. All vendors shall comply with the conflict of interest rules as stated within the certification below and as prescribed by the State of Arizona.

If a vendor has a relationship with a District officer, employee, or a relative (spouse, child, child’s child, parent, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse) of a District official or employee, the vendor shall disclose the information required below.

**CERTIFICATION:** I hereby attest:

Vendor hereby declares that is has not and will not offer any personal gift or benefit (payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property not including food or beverage or expenses or sponsorships relating to a special event or function to which District officers or employees are invited) to any District officer or employee.

**AND**  
 No District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor’s company or is deriving personal financial gain from this contract.

**OR**  
 District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor’s company or is deriving personal financial gain from this contract as listed below:

Vendor Name	Vendor Phone Number and Email Address
<b>Conflict of Interest Disclosure</b>	
Name(s) of the District officer or employee and relative (if applicable) with whom there may be a potential conflict of interest.	
Relationship to District officer or employee	
Interest in vendor's company	
Other	

I certify that the information provided is true and correct to the best of my knowledge by my signature:

\_\_\_\_\_

Vendor Authorized Representative Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**EDGAR CERTIFICATIONS**

The following certifications and provisions are required and apply when the School District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the School District and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

**(A) Contractor Violation or Breach of Contract Terms**

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

Pursuant to Federal Rule (A) above, when the School District expends federal funds, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for Cause or Convenience**

*Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)*

Pursuant to Federal Rule (B) above, when the School District expends federal funds, the School District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the School District believes, in its sole discretion that it is in the best interest of the School District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the School District as of the termination date if the contract is terminated for convenience of the School District. Any award under this procurement process is not exclusive and the School District reserves the right to purchase goods and services from other vendors when it is in the School District’s best interest

**(C) Equal Employment Opportunity**

*Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

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

Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act**

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

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

**(E) Contract Work Hours and Safety Standards Act (40 U. S. C. 3701-3708)**

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

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

**(F) Rights to Inventions Made Under a Contract or Agreement**

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

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

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**



**EDGAR CERTIFICATIONS**

**(G) Clean Air Act and Federal Water Pollution Act**

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

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

**(H) Debarment and Suspension**

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

Pursuant to Federal Rule (H) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) Byrd Anti-Lobbying Amendment**

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

Pursuant to Federal Rule (I) above, when federal funds are expended by the School District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

**(J) Procurement of Recovered Materials**

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

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

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by the School District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for - a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When the School District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of the School District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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School District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

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

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

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

Vendor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) \_\_\_\_\_

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
INSURED	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:** \_\_\_\_\_

**REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**CERTIFICATE HOLDER**

**CANCELLATION**

1GPA Member

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE