

SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35
RIO RICO, AZ 85648

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS NO. 23-01

Services: Architectural Services

PROPOSAL DUE DATE: **August 19, 2022 at 2:00 p.m.** Arizona time

LOCATION: 1374 W. Frontage Rd., Rio Rico, Arizona 85648

In accordance with the School District Procurement Rules in the Arizona Official Compilation of Administrative Rules and Regulations (A.C.R.R.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Request For Qualifications for the services specified will be received by the Santa Cruz Valley Unified School District No. 35, 1374 W. Frontage Rd., Rio Rico, AZ 85648 until the time and date cited above.

Solicitations received by the correct time and date will be opened and the name of each offerer will be publicly read. Solicitations must be in the actual possession of the Santa Cruz Valley Unified School District No. 35 on or prior to the exact time and date indicated above. Late solicitations will not be considered.

Solicitations must be submitted in a sealed envelope to the above address with the Request for Qualifications number, title, opening date and the offeror's name and address clearly indicated on the envelope. All solicitations must be completed in ink or typewritten, 5 copies must be submitted. Additional instructions for preparing the solicitation are provided in the Attachments.

Initial contract term shall be upon receiving of the Purchase Order for a one time purchase.

Offerors are strongly encouraged to carefully read the entire Request for Qualifications. Refer any questions regarding this solicitation to Lourdes Ocampo, Procurement at (520) 375-8272 or via email at locampo@scv35.org

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

ATTENTION: Failure to complete and return attachment 5 (five) may result in the disqualification of your proposal for non-compliance.

INSTRUCTIONS TO VENDORS FOR SERVICES OR GOOD

WITHDRAWAL OF SOLICITATION: At any time prior to the specified time and date set for solicitation opening, a Vendor (or their designated representative) may withdraw their solicitation in accordance with the Department of Education School District Rule R7-2-1044.

SIGNATURE: The Vendor Representative must sign the Solicitation and Contract page (Attachment 5) and return in the Solicitation package. A person authorized to sign the Vendor Offer must initial erasures, interlineations or other modifications in the proposal.

USE OF FORMS: All responsive solicitations shall include the forms provided in this solicitation package. It is permissible to copy these forms if required.

MARKING OF SOLICITATION ENVELOPES: Solicitations shall be contained in a sealed envelope, plainly marked with the vendor name and complete address, and the proposal number, title, and opening date.

DELIVERY: Sealed solicitations are to be mailed or delivered to: Santa Cruz Valley Unified School District No. 35 (SCVUSD), 1374 W. Frontage Rd., Rio Rico, AZ 85648, Attention: Business Office. The solicitation is to arrive no later than the date and time stated on the cover sheet. Solicitations will be date/time marked when delivered. The solicitation will be opened in public in the District Office on the date and time stated in the solicitation.

LATE DELIVERY: Late solicitations will not be considered under any circumstances, except as noted on the front page of this solicitation. If a solicitation arrives late, a late notification will be sent to the vendor.

PUBLIC VIEWING: All solicitations will be available for public review subsequent to publication of award notification in accordance with the Department of Education School District Procurement Rules. All Solicitations submitted and opened are public records and must be retained by the School District/Public Entity. Solicitations shall be open to public inspection after Contract award except for such Solicitations deemed to be confidential by the School District/Public Entity pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Solicitation contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are public and are not considered confidential information under this Section.

SOLICITATION CHANGES: No solicitation shall be altered, amended or withdrawn after the specified time for opening solicitations, except under circumstances set forth in the Department of Education School District Procurement Rule R7-2-N28.B.

TIME PERIODS: Periods of time, stated as a number days, shall be calendar days.

ACCURACY: It is the responsibility of all Vendors to examine the entire solicitation package and seek clarification of any item or requirement that may not be clear to them and check all responses for accuracy before submitting a response.

AMENDMENT: Receipt of amendment (if applicable) must be acknowledged by signing and returning the document, in the solicitation package or otherwise, prior to the hour and date specified for receipt of solicitations.

AWARDS: Awards shall be made with reasonable promptness to the Vendor(s) whose solicitation best conforms to the invitation and

will be most advantageous to the SCVUSD with respect to price, conformity to the specifications and other factors. Other factors to be considered may include, but not be limited to Vendor's past performance on other contracts with the SCVUSD. Award(s) may be made to other than the low price proposal.

ELECTRONIC SUBMISSIONS: If determined by the District that electronic submission of solicitations is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Solicitation shall be rejected. By submission of this solicitation, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

NEGOTIATIONS: Solicitations allow discussions with competing proposer and changes in their initial solicitation including prices can be made. Comparative judgmental evaluations can also be made when selecting among accepted solicitation for award of contract.

CANCELLATION: The SCVUSD Governing Board, notwithstanding any other provisions of this Request for Qualifications (including all attached documents), expressly reserves the right to: "cancel the solicitation and re-issue a second solicitation".

THE OFFER: A solicitation in response to an Request for Qualifications is an offer by a proposer to contract with the SCVUSD based upon the terms, conditions and specifications contained in the District's proposer invitation. Solicitations do not become contracts unless and until the Governing Board of the District accepts them. A contract is formed when the District gives written notice of award(s) to the successful proposer(s). In the absence of a provision to the contrary in the Request for Qualifications the contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the invitation and specifications.

FAILURE TO RESPOND: Persons who fail to respond to the Request for Qualifications for two consecutive procurements of similar items may be removed from the applicable solicitations list. Persons may be reinstated upon written request and if the SCVUSD determines it is advantageous to the District.

SOLICITATION ERRORS AND OMISSIONS: The District is not responsible for any Proposer's errors or omissions.

CONFIDENTIAL INFORMATION: If a vendor believes that a solicitation, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

EVALUATION: Evaluation criteria may include, but not be limited to:

- A. Conformity with specifications and general considerations.
- B. Successfulness of prior public school projects.
- C. References.
- D. Completeness of responses.
- E. Cost considerations and any other factors that would be advantageous to the Santa Cruz Valley Unified School District No. 35.

F. Specific evaluation criteria for each solicitation, or offer will be listed in the Specifications section.

RESTRICTIVE SOLICITATION PROVISIONS: If provisions of the detailed specifications preclude an otherwise qualified Proposer from submitting, a written request for modification must be received by the SCVUSD Chief Financial Officer at least ten (10) working days prior to the opening. All proposers will be notified by an addendum to the solicitation of any approved specific changes.

TERMS AND CONDITIONS

1. **APPLICABILITY.** All terms embodied herein are applicable to this invitation for Request for Qualifications and any resulting contract, unless otherwise stipulated. Some paragraphs pertain to goods and others for services. The "if applicable rule" applies in these cases.
2. **SHIPPING.** All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the Vendor until such time as the goods have been physically delivered and accepted by the Chief Financial Officer. Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations.
3. **SHIPMENT UNDER RESERVATION PROHIBITED.** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as tender of the goods.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
5. **INSPECTION.** All goods are subject to final inspection acceptance by the Chief Financial Officer. Material/services failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Vendor.
6. **VARIATION IN QUANTITY.** The Business Office must approve variation in the quantities ordered in writing.
7. **UNIT PRICE TO PREVAIL.** Prices shall be submitted on a per unit basis by line, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless judged obviously in error by the District. The District reserves the right to utilize the total price on "all or nothing" items when applicable.
8. **USE OF BRAND NAME REFERENCES.** The use of brand names or manufacturers' catalog references shall be construed as a quality level, method and type of performance, and does not indicate that the item cited is mandatory unless indicated on the solicitation.
9. **TECHNICAL SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. Solicitations, which do not meet the specified minimal standards, will be rejected.
10. **ALTERNATE SOLICITATIONS.** Solicitations submitted for alternate items, which do not meet or succeed the minimum specifications, shall so state in the solicitation specifically identifying each item of non-conformance. The Proposer should also include detailed brochures and specifications for the alternate items. The District shall be sole judge of the acceptability of alternates.
11. **DEVIATIONS.** If items offered for sale deviate from the specified, **PROPOSERS MUST SUBMIT DEVIATION SHEETS, IDENTIFYING BRAND AND CATALOG INFORMATION WITH THE SOLICITATION** (Substitution Request Form, Form 208). **DEVIATIONS SHALL BE ITEMIZED ON THE SUBSTITUTION REQUEST FORM (FORM 208). PROPOSERS FAILURE TO INCLUDE** SUCH INFORMATION WILL RESULT IN REJECTION OF ALL OR PART OF THEIR SOLICITATION.
12. **TIME FOR DELIVERY.** The time for delivery must be stated in definite terms and may be a factor in making an award, pricing notwithstanding. Advance deliveries are prohibited unless approved by Purchasing.
13. **TIME IS OF THE ESSENCE.** Because the District is providing services, which involve the health, safety and welfare of the students, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Proposer.
14. **DEFAULT.** In case of default by the Proposer, the District may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (a) deduction from an unpaid balance due; (b) collection against the solicitation and/or performance bond; or (c) a combination of the aforementioned remedies or other remedies as provided by law.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.** Each installment or lot of this contract is dependent on every other installment or lot and a delivery of nonconforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of contract as a whole.
16. **GRATUITIES:** The buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the Santa Cruz Valley Unified School District No. 35 with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
17. **REQUESTING INFORMATION:** When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.
18. **ASSIGNMENT-CLAIMS.** Vendor and the Santa Cruz Valley Unified School District No. 35 recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Santa Cruz Valley Unified School District No. 35. Therefore, Vendor hereby assigns to the Santa Cruz Valley Unified School District No. 35 any and all claims for such overcharges.
19. **ADVERTISING.** Vendor shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this Contract, except to the extent necessary to comply with proper request or information as provided by appropriate statutes.

20. **LIENS.** All goods delivered and labor performed under this Contract shall be free of all liens and, if Buyer requests, a formal release of all liens will be delivered to Buyer.
21. **MAXIMUM PRICES.** The District shall not be invoiced at prices higher than those stated in any contract resulting from this solicitation. Offeror certifies, by signing the solicitation, that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or service covered by the solicitation and occurring after award, will apply to the undelivered balance. The Offeror shall promptly notify the District of such price reductions.
22. **DELAY IN EXERCISING CONTRACT REMEDY.** Failure or delay by the District to exercise any right, power, or privilege shall not be deemed a waiver thereof.
23. **ORDER OF PRECEDENCE.** In the event of conflict, the following precedence shall prevail: (a) Terms and Conditions set forth on the face of the Contract; (b) provisions set forth on Drawings or Specifications; (c) provisions set forth in Referenced Documents; (d) the Instructions to Vendors.
24. **AUTHORIZED CHANGES.** The District reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and/or quantities. If any change causes an increase or decrease in the cost of or the time required for performance an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Coordinator of Finance prior to the institution of the change.
25. **COVENANT AGAINST CONTINGENT FEES.** Vendor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
26. **CONFIDENTIAL INFORMATION.** If a vendor believes that a solicitation, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
27. **TYPE OF CONTRACT.** The type of contract shall be a completed, authorized and signed district purchase order.
28. **TAXES.** Taxes will be included in the Vendor's pricing. **TO OUT OF STATE VENDORS:** We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.
29. **TERMINATION FOR CONVENIENCE.** The District reserves the right to terminate any resulting orders or contract upon thirty (30) days written notice. The District will be responsible only for those standards items that have been delivered and accepted. If the items being purchased are truly unique and therefore not saleable or usable for any other application, the District will reimburse the Vendor for actual labor, material and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the District after costs are claimed and allowed. The Vendor shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
30. **CONFLICT OF INTEREST.** Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by district if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Santa Cruz Valley Unified School District No. 35 is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
31. **FORCE MAJEURE.** Neither party shall be held responsible for any issues resulting in the fulfillment of any terms nor if conditions of this Contract are delayed or prevented by any other cause not within the Contract of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
32. **RIGHT TO ASSURANCE.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
33. **INTERPRETATION-PAROL EVIDENCE.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
34. **CHOICE OF LAW.** The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
35. **BUYER/OFFEROR INDEMNIFICATION.** The Offeror shall hold the District's officers, agents, and employees free and harmless against any and all liability, including cost of claims, suits and counsel fees arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including foreign letters patents, furnished as a result of this solicitation. Contractor hereby indemnifies and shall defend and hold harmless, Santa Cruz Valley Unified School District No. 35 and all of its employees, agents, directors, board members and officers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses, of whatsoever kind of nature, arising out of or resulting from the performance of the contract, including liability caused by the concurrent negligence of the contractor and Santa Cruz Valley Unified School District No. 35. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of the Santa Cruz Valley Unified School District No. 35.
36. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** The Offeror products, services and facilities shall be in full compliance with all applicable Federal, State and local health environmental and safety laws,

regulations, standards and ordinances, regardless of whether or not they are referred to by the District.

37. **RESPONSIBILITY FOR CORRECTION.** It is agreed that the offeror shall be fully responsible for making any correction, replacement or modification necessary for specification or legal compliance. In the event of any call back, offeror agrees to give District first priority. Offeror agrees that if the product or service offered does not comply with the foregoing, the Business Office has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of non-compliance and Offeror further agrees to be fully responsible for any consequential damages suffered by the District.
38. **WARRANTY.** Unless otherwise specified, all items shall be guaranteed for a minimum of two (2) years against defects in material and workmanship. At any time during the period, if defect should occur in any item, that item shall be repaired or replaced by the vendor at no obligation to the District, except, where it be shown that the defect was caused by misuse and not faulty manufacture. The Offeror expressly warrants all items to be fit and sufficient for their intended purpose. Any sample or model submitted shall create an express warranty that the whole of the goods shall conform to the sample or model. All warranties shall survive acceptance and payment by the District.
39. **REMEDIES AND APPLICABLE LAWS.** The State Board of Education School District Procurement Rules R7-2-1001 through R7-2-1195 and Santa Cruz Valley Unified School District No. 35 Board Policies, where applicable, are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. NOTE: The State Board of Education School District Procurement Rules are available at most public libraries and in the Business Office at Santa Cruz Valley Unified School District No. 35. Board policies for Santa Cruz Valley Unified School District No. 35 are available in the Superintendent's office.
40. **LATE SUBMISSION.** The District will not honor any invoices or claims which are tendered after June 30 of the fiscal year the account accrued.
41. **ASSIGNMENT.** It is mutually agreed that the successful offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the right, title or interest therein, or the power to execute such contract, to any other person, company or corporation without prior written consent of the School District.
42. **INVOICES.** Purchase Order Number must appear on all copies of the invoice.
43. **EXCEPTIONS TO TERMS AND CONDITIONS:** All exceptions included with the Solicitation shall be submitted on the Deviations and Exceptions page 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. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation criteria as stated in the Solicitation or result in rejection of the offer.

SPECIAL TERMS AND CONDITIONS

1. **CANCELLATION.** The Santa Cruz Valley Unified School District No. 35 reserves the right to cancel the whole or any part of this contract due to failure of the Vendor to carry out any term, promise, or condition of the contract. The Santa Cruz Valley Unified School District No. 35 will issue a written ten (10) day notice of default to the Vendor for acting or failing to act as in any of the following:

- a. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor provides material that does not meet the requirements of the contract.
- b. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to perform adequately the service required in the contract.
- c. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor attempts to impose on the Santa Cruz Valley Unified School District No. 35, materials, products, service or workmanship which is of an unacceptable quality.
- d. The Vendor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
- e. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the Vendor will not or cannot perform to the requirements of the contract.

2. The Santa Cruz Valley Unified School District No. 35 may resort to any single or combination of the following remedies:

- a. Cancel any contract for any of the above stated reasons;
- b. Reserve all rights to claims to damage for breach of any covenants of the contract:

c. In the case of default, the Santa Cruz Valley Unified School District No. 35 reserves the right to purchase in the open market, or to complete the required work, at the expense of the Vendor. The Santa Cruz Valley Unified School District No. 35 may recover any actual excess costs by:

- (1) Deduction from an unpaid balance;
- (2) Collection against the solicitation and/or performance bond, or;
- (3) Any combination of the aforementioned remedies or any other remedies as provided by law.

3. **CONTRACT APPLICABILITY:** Offeror must substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Request for Qualifications. All previous agreements, contracts, or other documents, which have been executed between the offeror and the Santa Cruz Valley Unified School District No. 35, are not applicable to this Request for Qualifications or any resultant contract.

4. **CONDITION OF AWARD:** By submitting a solicitation, the Vendor understands and agrees to promote and offer to the Santa Cruz Valley Unified School District No. 35 only those products

and/or services as stated in and allowed for under resultant contract. Violation of this condition is grounds for terminating the contract.

5. **BILLING:** All billing notices to the Santa Cruz Valley Unified School District No. 35 shall identify the specific item(s)/service(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued by the Santa Cruz Valley Unified School District No. 35 will refer to the contract number resulting from this solicitation.

6. **SPECIAL CONSIDERATIONS:** All solicitations must include:

- a. A statement of qualifications of the Offeror for the contract including education, training and experience of members of the firm and key employees.
- b. A statement of any factors that could reduce or minimize the cost of the services provided.
- c. A sample listing of all clients to whom the offeror has furnished services during the last five years. Submit names, titles, addresses and phone numbers.
- d. Authorization of the Offeror allowing the District to inquire of all clients listed regarding the Offeror performance and qualifications.
- e. Signature of responsible offeror party.

7. **FEE SOLICITATION:** Advise the District of the basis on which such person's/firm's charges and fees will be made. The fee solicitation must be submitted in a separate sealed envelope, clearly marked "Solicitation Fee", referencing this Request for Qualifications. The solicitation fee will not be opened by the District until after the firms have been ranked and the highest qualified firm has been determined.

8. **FEE RENEWAL:** Fee for services to be negotiated after each year.

9. **EVALUATION COMMITTEE:** All vendor solicitations will be reviewed and evaluated by a committee consisting of District Personnel.

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

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

SCOPE OF SERVICE:**Rio Rico High School Lockers:**

Provides changing rooms, showers and other facilities for students. The physical structure of the locker room shower facilities is not comparable for students of one sex to those provided to students of the other sex. ADE reviewers found that Rio Rico High School Boys Locker Room contains a pod style shower facility. However, the Girls Locker Room shower facility has individual shower stalls with shower curtains for each stall. Therefore, the Locker Room facilities are not comparable. SCVUSD shall ensure that the boys' locker room is comparable/equitable to the girl's locker room.

Calabasas School:

Design for entire campus weatherization project.

Rio Rico High School Plaza:

Perform assessment and design for weatherization plaza.

CONTRACT

The district reserves the right to select more than one provider. It is anticipated that the successful offeror(s) will be issued a contract for one (1) time purchase.

SOLICITATION REQUIREMENTS

The District requires five (5) copies of the prepared and signed solicitation (the original plus 4 copies) which should include the following solicitation information:

- **A separate, sealed, marked envelope containing the solicitation fee.**

RESPONSE INFORMATION

Services: Vendors should specifically indicate which of the services listed in specifications that they will provide and any other services that may be of benefit to the District.

Rates: Indicate daily fee schedules, the mileage rates if any, and any other reimbursable expenses.

EVALUATION PROCESS

The evaluation committee will rate all vendors based on the listed criteria below. One (1) or more of the highest rated individuals or agencies may be contacted for interview and negotiation of fees, if the committee deems discussions or clarifications necessary.

EVALUATION CRITERIA

Cost is a factor in awarding the contract; however only those solicitations that meet all of the mandatory criteria in the SOLICITATION will be given consideration. The contract will be awarded solely on other factors other than cost.

• Technical Criteria	Points
Conformity with specifications and general considerations.	20
Successfulness of prior public school experience.	20
Completeness of responses.	10
Scope of work/service to be performed.	10
Cost considerations and any other factors that would be most advantageous to the SCVUSD No. 35.	40
Total Points	100

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when Santa Cruz Valley Unified School District No. 35 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 Santa Cruz Valley Unified School District No. 35, Member 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 Santa Cruz Valley Unified School District No. 35 expends federal funds, Santa Cruz Valley Unified School District No. 35 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

B. Termination of 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 Santa Cruz Valley Unified School District No. 35 expends federal funds, Santa Cruz Valley Unified School District No. 35 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. Santa Cruz Valley Unified School District No. 35 also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Santa Cruz Valley Unified School District No. 35 believes, in its sole discretion that it is in the best interest of Santa Cruz Valley Unified School District No. 35 to do so. Vendor will be compensated for work performed and accepted and goods accepted by Santa Cruz Valley Unified School District No.35 as of the termination date if the contract is terminated for convenience of Santa Cruz Valley Unified School District No. 35. Any award under this procurement process is not exclusive and Santa Cruz Valley Unified School District No. 35 reserves the right to purchase goods and services from other vendors when it is in Santa Cruz Valley Unified School District

No 35 best interest.

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

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 Santa Cruz Valley Unified School District No. 35 expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

D. 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 Santa Cruz Valley Unified School District No. 35 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 Santa Cruz Valley Unified School District No. 35 resulting from this procurement process.

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

E. Rights to Invention Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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 (E) above, when federal funds are expended by Santa Cruz Valley Unified School District No. 35, Vendor certifies that during the term of an award for all contracts by Santa Cruz Valley Unified School District No. 35 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

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

SOLICITATION CONTRACT
VENDOR OFFER

In compliance with the Notice of Request for Qualifications and Instructions to Vendors, the Undersigned hereby proposes and agrees to furnish the material and/or service required in accordance with the specifications, terms and conditions and amendments, contained in the solicitation at the prices set forth herein.

For clarification of this offer, contact:

Company: _____

Authorized Signature: _____

Address: _____ Printed Name: _____

City: _____ State: _____ Zip _____

Title: _____

CERTIFICATION:

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

1. The submission of the Solicitation did not involve collusion or other anti-competitive practices and offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003 (J) and A.A.C. R7-2-1042 (A.1.I) have occurred.
2. The 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 Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Solicitation. Signing the Solicitation with a false statement shall void the Solicitation, 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. § 35-393, the Offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Solicitation, 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.
9. By submission of this Solicitation, 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.

AWARD OF SOLICITATION AND EXECUTION OF CONTRACT (For District Use Only).

ACCEPTANCE OF SOLICITATION:

Your offer is hereby accepted.

You are now bound to sell the personal property and/or service listed on the attached Notice of Award and/or Solicitation Price Sheet, on the terms and conditions, and for the prices set forth in the attached contract documents consisting of the Notice of Request for Qualifications, Terms and Conditions, Specifications, and Amendments.

Your contract at the Santa Cruz Valley Unified School District No. 35 is for:

ARCHITECTURAL SERVICES:

This contract shall henceforth be referenced Santa Cruz Valley Unified School District No. 35 Contract No. 23-01. You are cautioned not to commence any billable work or provide any service under contract until you receive an executed purchase order.

Santa Cruz Valley Unified School District No. 35
Awarded this _____ day of _____, 20____.

Superintendent or designee

“NO RESPONSE TO SOLICITATION FORM”
Architectural Services
RFQ 23-01

Material and/or Service: Architectural Services
RFQ 23-01

Offerors not responding to this Solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above, fax to 520-281-7093 or email to: locampo@scv35.org

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Reason for NO SOLICITATION RESPONSE:

Do not handle product/service

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

Insufficient time

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

Other: _____

This NO SOLICITATION response is authorized by:

Signature: _____ Date: _____

Please check one:

Retain our company on the mailing list for future solicitations.

Please remove our company from the mailing list for the commodity or service.