



**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ: 22-02**  
**PROJECT: Construction Manager-At-Risk**  
**Rio Rico High School - SFB Additions**

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Santa Cruz Valley Unified  
School District No. 35  
570 Camino Lito Galindo  
Rio Rico, AZ 85648  
520-281-8282

**Designated Agency: SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35**

**Material or Service: Construction Manager-At-Risk**  
**Rio Rico High School - SFB Additions**

**Contract Type: AIA Document A133-2019**  
**Standard Form of Agreement-Owner & Construction Manager**  
**Cost of Work plus a fee with a Guaranteed Maximum Price (GMP)**

**Contract Period: November 1, 2021 – August 1, 2022**

**Last Day for Questions: September 20, 2021**

**RFQ Due Date: September 23, 2021 @ 03:00PM AZ Time**

**Opening Location: 570 Camino Lito Galindo**  
**Rio Rico, AZ 85648**

**Pre-Submittal|Site Walk: There will be no Pre-Submittal Meeting**

**Governing Board Approval: October 13, 2021 (estimated)**

**Contact Name: Lourdes Ocampo**  
**E-mail: [locampo@scv35.org](mailto:locampo@scv35.org)**

**RFQ Sealed Packages should be delivered to:**  
Santa Cruz Valley Unified School District Office  
Attn: Lourdes Ocampo, Purchasing  
570 Camino Lito Galindo  
Rio Rico, AZ 85648  
[locampo@scv35.org](mailto:locampo@scv35.org)

**RFQ Sealed Package must be marked with the RFQ # 22-02**



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In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Offers for the material or services specified will be received by the **Santa Cruz Valley Unified School District No. 35** (“SCVUSD” or “District”), at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please call (520) 281-8282.

Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered. The official time will be determined by the clock designated by the District.

Offers must be submitted in a sealed envelope with the solicitation number and Offeror’s name and address clearly indicated on the envelope. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

**No volume is implied or guaranteed.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS.

Lourdes Ocampo, Purchasing  
(520) 375-8272  
[locampo@scv35.org](mailto:locampo@scv35.org)

September 3, 2021

Date



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**DOCUMENTS REFERENCED:**

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

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


<https://www.azleg.gov/>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)

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

[www.irs.gov/forms-pubs/about-form-w-9](http://www.irs.gov/forms-pubs/about-form-w-9)


 <p><b>SANTA CRUZ VALLEY</b> Unified School District No. 35 Educate Everyone Every Day</p>	<b>NOTICE OF REQUEST FOR QUALIFICATIONS</b>		Santa Cruz Valley Unified School District No. 35
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## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243
- D. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- E. **“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.
- F. **“Offer”** means a response to a request for qualifications.
- G. **“Offeror”** means a vendor who responds to a Solicitation.
- H. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- I. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- J. **“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.


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## 2. 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. Relative to this RFQ, the Solicitation Contact Person is., Mayra Villalobos, as identified on Page 2. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted according to timeline on page 1. 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 inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

## 3. Offer Preparation

- A. Forms. 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.

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- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should 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 R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of 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. All exceptions that are contained in the Offer may negatively affect the Offer evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- F. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- G. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. 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 Offer Cost Sheet.
- I. 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. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- J. 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

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being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, 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

L. 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 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 should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. Electronically or facsimile submitted offers will not be accepted and shall be rejected.
- C. Offer Amendment or Withdrawal. An Offeror may modify or withdraw an Offer in writing at any time before Offer opening if the modification or withdrawal is received before the Offer due date and time at the location designed in the RFQ. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under R7-2-1044.



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- D. 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 District pursuant to R7-2-1006. If an Offeror believes that information in its Offer 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 accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer form or other official form, the Offeror certifies that:
1. The response to this Request for Qualifications has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; cost information or other similar information has not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor has attempt been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its 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; and
  3. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
  4. By submission of this Offer, that no Federal, State or publicly 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 public official, an officer or employee of public entity, or an employee of a member of a public entity in connection with the awarding of a Federal, State or other governmental contract, the making of any such grant, loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of such contract, grant, loan, or cooperative agreement.


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**5. Additional Offer Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. 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.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. An Offer from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Offer Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days 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).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41 and A.A.C.R7-2-1104 and R7-2-1105. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the District reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel the solicitation.

**6. Award**

- A. Number or Types of Awards. The District reserves the right to make multiple awards. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.
- B. Contract Commencement. 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 District and a full and complete written Contract is executed by the parties. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

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C. Effective Date. The effective date of any Contract arising from this procurement shall be the date that the parties execute a Contract as noted above.

D. Final acceptance for the District is contingent upon the approval of the Governing Board.


**7. Bid Protests**

A bid protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative.

A. A protest shall include:

1. The name, addresses, and telephone number of the interested party
2. The signature of the interested party or the interested party's 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.
7. All other information identified in A.A.C. R7-2-1141 – 1153, required by law or relevant to the matter at issue.

B. Bid Protests shall be filed in strict compliance with A.A.C. R7-2-1141 – 1153 and within the times set forth for filing in R7-2-1143.

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## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Contract Interpretation

- A. Contractor is used as a generic term in this section and shall refer to the possible party contracting with the District whether that party be a construction contractor, architect, material man or other person.
- B. Arizona Law. The law of Arizona applies to any contract arising from this procurement (“the Contract”) including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- C. Implied Contract Terms. Each Provision of law and any terms required by law to be in the Contract shall be part of the Contract as if fully stated in it.
- 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.
- C. Severability. The provisions of the Contract shall be severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- D. No Parol Evidence. The Contract is intended by the parties to be 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 the Contract.
- E. 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.
- F. Such other terms, conditions and definitions as the parties may agree in writing.


### 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214, § 35-215, A.A.C. R7-2-1085, 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 and without charge, cost or demand payment, the

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Contractor shall produce a legible copy of any or all such records. This provision shall survive the termination of any Contract.

- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 200909, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, A.A.C. R7-2-1083 or other applicable laws and regulations, at any time during the term of the Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit without charge, cost or demand for payment by Contractor or Subcontractor, by the District and, where applicable, the Federal, State or Local Governments, the extent that the books and records relate to the performance of the Contract or Subcontract. This provision shall survive the termination of any Contract.
- 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 the Contract. The District shall also have the right to test at its own cost the materials to be supplied under the Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the District for testing and inspection.
- E. Notices. Notices to the Contractor required by the Contract shall be made by the District to the person indicated on the Offer Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning the Contract without the prior written approval of the Procurement Officer.
- G. Property of the District. Any materials, including reports, computer programs and other deliverables, created under the Contract are the sole property of the District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the District.

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### **3. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41 and A.A.C. R7-2-1104 and R7-2-1105. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
1. Payment of Taxes by the District. The District 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 District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this procurement or the Contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

### **4. Contract Changes**

- A. Amendments. The Contract, if any, will be issued under the authority of the Procurement Officer who shall sign the Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer and other approvals as may be required by law or District policy. 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




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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 on the Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of the Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under the 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 risk of loss of all material covered under the Contract until the work is fully completed and accepted by the District. 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 applicable law, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into the Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by applicable law, the Contractor shall indemnify and hold harmless the District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the District of materials furnished or work performed under this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; insurrections/interventions; 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.

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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 may 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 the 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 or 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 District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of the Contract.


**6. Warranties**

- A. Liens. The Contractor warrants that materials and services supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years after acceptance by the District of the materials or services, they shall be:




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1. Sufficient 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 District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the District.
- E. Compliance with Applicable Laws. The materials and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under the Contract shall survive the expiration or 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 District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Office, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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

- A. Right to Assurance. If the District in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the District’s option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
  
- B. Stop Work Order.
  - 1. The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by the 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 may make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract may be amended in writing accordingly.
  
- C. Non-exclusive Remedies. The rights and the remedies of the District under the Contract are not exclusive.
  
- D. Nonconforming Tender. Materials and services supplied under the Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials or services in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials or services, the District may terminate the Contract for default under applicable termination clauses in the Contract, withhold payment for non-conforming goods or services, 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 District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor’s nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.


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## **8. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District so to do, without penalty or 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

### Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required

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insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

E. 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.A.C. R7-2-1155 through A.A.C. R7-2-1185 and rules adopted there under.

### **10. Gift Policy**


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

### **11. Integrity of Offer**

By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee or officer of the District in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

### **12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the

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specifications or scope of work that directly serve the district or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

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

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

**14. Terrorism Country Divestments**


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

**15. Fingerprint Clearance Cards**

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

Contractor, subcontractors, 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 the District.

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**16. Clarifications**

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

**17. Confidential/Proprietary Information**

Confidential information request: If Offeror believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the District of this fact shall accompany the Offer, and the information shall be so identified wherever it appears. The District shall review the statement and shall determine in writing whether the information shall be withheld. If the District determines to disclose the information, the District shall inform Offeror in writing of such determination.


Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

Public record: All Offers submitted in response to this solicitation shall become the property of the District. They will become a matter of public record available for review, subsequent to award notification and execution of a contract, under the supervision of the Purchasing Official at the District.

**18. Affordable Care Act**

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



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The following required provisions shall be and are included and shall not merge in any contract arising out of this procurement. By submitting a response to this procurement the responder agrees to be bound by these required provisions terms and conditions, notwithstanding any subsequent contract. All contracts arising from this procurement shall include this RFQ as an enforceable part of the contract.

### **SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS**

#### **1. District Representative**

In accordance with A.A.C. R7-2-1141(B), and the Uniform Instructions to Offerors”, the District Representative is Lourdes Ocampo, Purchasing.

#### **2. Purpose**

This Request for Qualifications is being done by the District to establish a contract for Construction Manager-at-Risk (CMAR) services for Rio Rico High School.

#### **3. Contract Type**


This Request for Qualifications (RFQ) document, firm’s response, and the formal District Contract and General Conditions between Owner and Construction-Manager-at-Risk will become the controlling contract documents for this procurement. The terms, conditions, and requirements of this RFQ will also be part of the final contract.

#### **4. Authority**

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

#### **5. Submittal Modification**

The District will not be responsible for offerors adjusting their submittal based on oral instructions by any member of the District staff or by contracted consultants or agents. Request for Qualifications will be modified by issuance of an amendment by the Purchasing Department.

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**6. Contract Modifications**

No modification of this contract shall bind the District unless a formal contract amendment is executed between the District and the contractor.

**7. Changes to Work**

The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District. All changes shall be documented by formal amendment or change order to the contract.

**8. Inquires**

All questions related to this solicitation shall be in writing. Direct inquires to the Designee listed on page 2 of this document via email. Offerors shall not contact or ask questions of the school department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number.

All questions related to this solicitation shall be submitted in writing prior to September 20, 2021 by email. Direct all inquiries to Lourdes Ocampo via email at [locampo@scv35.org](mailto:locampo@scv35.org). Do not contact the school, facilities, architect or engineer.

**9. Submittal Format and Instructions**


All responses are to be in the same format as the Request for Qualifications. Address each requirement in the same order as has been requested.

**10. Date and Time and Submittals**

The date and time that submittals are received will be recorded into the receipt log in the Purchasing Department. They will be accepted up to, but no later than, the time indicated in the Request for Qualifications. All submittals received after the time stated in the RFQ will not be considered. The vendor assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the vendor assumes responsibility for having their response to the RFQ deposited on time at the place specified.

The official clock for determining the time shall be that utilized by the Purchasing Department at the place RFQ's are received and recorded in the receipt log.



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### **11. Submittal Opening**

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 offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award and execution of contract, submittals and evaluation documents shall be open for public inspection.

### **12. Contract Award**

The District shall award a single contract for Construction-Manager-at-Risk through the process as defined in A.A.C. R7-2-1102 through R7-7-2-1115. If a contract for construction services is entered into, construction shall not commence until the District and contractor agree in writing on a guaranteed maximum price for the construction services to be commenced. Once the District enters into a contract for pre-construction or construction services, the procurement process is closed


### **13. O.S.H.A. Guidelines**

The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

Pay for all operations requiring the placement and movement of the contractor's equipment, contract shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to person, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

### **14. Installation**

The CMAR contractor shall protect all furnishings from damage and shall protect the District's property from damage or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss caused by their operations, or those of their employees, to the satisfaction of the District. The contractor shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Forman in the area in which the work is being performed. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced as no expense to the District.

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The successful contractor shall take all necessary precautions for the safety of students, school employees and the public. And comply with all applicable provisions of Federal, State and Municipal Safety Laws. Contractor agrees that he is fully responsible to the District for the acts and omissions of any and all persons, whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the District from claims or damage for personal injury, including death which may arise from operations under this contract.

**15. Training on Equipment**

The successful contractor shall be required to give whatever instructions are necessary in the operation and care of the equipment furnished to the persons employed by the District to operate, use or maintain this equipment, so as to qualify them thoroughly for the proper operation and/or maintenance of the equipment.

**16. Safety Standards**

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.


**Performance Bond**

The successful CMAR contractor shall be required to furnish irrevocable security binding the contract to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Santa Cruz Valley Unified School District No. 35

Performance security shall be in the amount and form required by A.A.C. R7-2-1103. This security must be in the possession of the District’s Purchasing Department prior to or at the time set forth at A.A.C. R7-2-1103(B). If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all legal right to rectify the matter.

**17. Payment Bond**

The successful CMAR contractor shall be required to furnish a Payment Bond in the amount and form required by A.A.C. R7-2-1103. This security must be in the possession of the District’s Purchasing Department prior to or at the time set forth at A.A.C. R7-2-1103(B). The surety will be in the form of a bond, cashier’s check, certified check or money order. Personal and company checks

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are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.

**18. Licenses**

Contractor shall maintain in, current status, all federal state and local licenses and permits required by the operation of the business conducted by the contractor and as required for construction of the Project noted herein.

**19. Contractor License Law**

Contractor shall comply with State and City Contractors License Law, be duly register and licensed thereunder.

**20. Permits**

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any and all permitting. The installation shall be in complete compliance with all federal, state and city codes.

**21. Liens**


Because this is a public purchase, contractor shall hold the District harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractors shall provide written certification that all liens against materials and labor have been satisfied before the District will make payment.

**22. Lien Waivers**

Pursuant to A.R.S. 33-1008 standard lien waivers are to be submitted on all construction projects. The District requires the original copy to be submitted. A copy of the waivers is included in the bid document.

**23. Fire Protection**

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being

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performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above mentioned equipment.

**24. Use and Occupancy**

The owner reserves the right to use and occupy the whole or any part of these improvements. Such occupancy by the owner shall not, however, be construed as an acceptance of the work of any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and final Completion shall be determined by District in consultation with the District’s consultants, including Architect and Project Manager.

**25. Barriers**

The contractor shall provide barriers, as required, to permit public entry, to provide for District use of site and to protect existing facilities and adjacent properties from damage.

**26. Site Inspection**


Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

**27. Inspection**

All materials, service or construction are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at contractor’s risk and may be returned to contractor. If so returned, the cost of the transportation, unpacking, inspection, repudiating, reshipping and or other like expenses are the responsibility of the contractor.

**28. Damages**

The successful contractor shall be liable for any and all damage caused by their company or employees to Santa Cruz Valley Unified School District No. 35 premises. The offeror shall hold and save the Santa Cruz Valley Unified School District No. 35 fee and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by their operations on premises or third persons.

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**29. Clean Up**

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish cause by construction operations. Upon completion of the work, remove all waste materials and rubbish from about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charge to the Contract.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

**30. Warranty**

All workmanship and materials shall be warranted for two (2) years from date of acceptance of project or such longer time as specific materials, equipment, machinery or manufacturer may provide. This will be submitted in written form to Santa Cruz Unified School District No. 35 at completion of the project.


**31. Key Personnel**

It is essential that the contractor provide adequate experience 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.

**32. Contract Clause**

In accordance with R7-2-1087(D) the contractor will negotiate with the District for the recovery of damages related to expenses incurred by the contractor for a delay for which the school district is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement

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or provides for liquidated damages.


**33. Fingerprint Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils; therefore fingerprint clearance cards will be required for this contract pursuant to A.R.S. 15-534 and obtained pursuant to A.R.S. Title 41 Chapter 12 Article 3.1.

**34. Evaluation Matrix**

The total number of points for the Technical Offer is **1000**. The elements that will be evaluated and their relative weights are:

WHAT IS BEING EVALUATED	POSSIBLE POINTS
A ) Firm Information	<b>50</b>
B ) Current Workload	<b>50</b>
C) CMAR approach to construction services in an operating facility, expertise in cost control, cost effective approaches and demonstrating best value to School Districts	<b>500</b>
D) Relative Work Experience	<b>150</b>
E) Experience of key personnel	<b>150</b>
F) References and overall evaluation of Firm's perceived ability to provide services	<b>100</b>
<b>Total</b>	<b>1000</b>

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**35. Offeror Responsibility**

The successful Offeror shall protect all furnishings from damage and shall protect the school district’s property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or their employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Local Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror’s responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.


**36. Acknowledgement of Amendments**

Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form included in this RFQ.

**37. Delivery of Services**

Services must be received within timeframe and according to the schedule agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and timeframe and their decision shall be final.



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**38. Local Representative**

Offeror shall have a LOCAL field representative available at all times during the contract Period.

**39. Integrity of Offer**

By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1084 Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer and any resulting contract.


**40. Deviations to Offer**

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Offer form on the Offeror's letterhead. Exceptions must be signed by authorized representative of the company. An exception(s) may render the Offer nonresponsive and may be grounds for rejection of said offer. Such appendages shall be considered part of the Offerors formal Offer. In the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

**41. Procurement Methods**

Any services obtained under this Request for Qualifications may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The labor rate must remain the same no matter what purchasing method the District uses.



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## SCOPE OF WORK

### PURPOSE

The purpose of this Request for Qualifications (RFQ) is for the Santa Cruz Unified School District No. 35 to contract with a qualified firm to provide Construction-Manager-at-Risk (CMAR) services. The Construction-Manager-at-Risk firm will provide complete construction services including but not limited to design assistance, budget estimating, value engineering, scheduling and constructability analysis as required for the successful completion of Rio Rico High School.

The Construction Manager will assume the risk of delivering the project through a guaranteed maximum price (GMP). The CMAR will be responsible for construction means and methods and will be required to solicit bids from prequalified subcontractors (a combination of qualifications and price factors) to perform the work utilizing the subcontractor selection process submitted.

### Project Description:

- Addition of 26,000sf of new classroom space at Rio Rico High School funded by the Arizona State Facilities Board and Santa Cruz Valley Unified School District

### Project Location:

Rio Rico High School  
 590 Camino Lito Galindo  
 Rio Rico, AZ 85648

### Schedule:

CMAR RFQ Release Date: September 3, 2021

RFQ Due Date: September 23, 2021

Last Day for Questions: September 20, 2021


Interviews (if necessary): September 30, 2021

Governing Board Approval: October 13, 2021

Construction Start Date: November 1, 2021

Construction Completion Date: August 1, 2022

Architect: ADM Group, Inc.


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**1. Design phase Services by the CMAR may include, but not be limited to:**

- Provide detailed independent cost estimating and knowledge of marketplace conditions
- Provide project planning and scheduling
- Provide value engineering and constructability review
- Provide for construction phasing and scheduling that will minimize disruption to the staff, students and public
- Advise District of ways to gain efficiencies in project delivery
- Provide recommendations on long lead procurement items and initiate procurement
- Select subcontractors/suppliers for this project per the subcontractor management plan submitted
- Coordinate project schedule with District, Architect, regulatory agencies
- Prepare GMP, provide all cost/estimating information to District

**2. Construction phase services by the CMAR may include, but not be limited to:**

- Construct the new Rio Rico High School's New Classroom Addition
- Coordinate with SSD11, project management firm, architect, municipalities, utilities, and stakeholders.
- Arrange for procurement of material and equipment
- Schedule and manage site operations
- Projects based on open book
- Bid, award and manage all construction related contracts and subcontracts
- Provide quality control
- Bond and insure construction
- Meet all federal, state, and local requirements
- Maintain a safe work site
- Deal timely and effectively with owner and architect


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## EVALUATION PROCESS AND CRITERIA

### 1. Evaluation Process Overview

The District has elected to use the Construction-Manager-at-Risk (CMAR) process for the selection of construction manager to perform pre-construction services and possibly construction services for Rio Rico High School.

- A.** The selection committee shall evaluate all submittals in accordance with defined criteria set forth in this document
- The District may interview three (3) to five (5) firms that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a single final list.
    - If interviews are held, the selection criteria and relative weight to be used by the selection committee for the interview process will be distributed to the firms to be interviewed before the interviews are held. The selection committee will select the firms on the final list and their order on the final list solely through the results of the interview process.
    - If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will evaluate and rank the top three contractors in accordance with defined criteria set forth in this document.
  - In some cases, the District may proceed with a fewer number of proposers as permitted by the School District Procurement Rules and applicable law.
- B.** The District will then initiate negotiations with the highest ranked firm on the single final list in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit and general conditions. If the District is unable to reach agreement with the top-rated firm, the next highest rated firm will be invited to participate in negotiations as set forth above (this process could be repeated until all short-listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.
- C.** Pursuant to the School District Procurement Rules, construction services may not commence until the Santa Cruz Valley Unified School District No. 35 and the CMAR contractor have reached an agreement upon the terms of the Guaranteed Maximum Price (GMP) contract which is awarded by the Governing Board. Following the failure to agree upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

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## 2. Selection Committee

The District shall ensure that the selection committee members are competent to serve on the selection committee and that selection committee is established and shall act in strict compliance with A.A.C. R7-2-1107. The selection committee will remain the same throughout the entire evaluation process. The selection committee for this procurement shall consist of no less the five and no more than seven members as follows:

- District Administrators
- Licensed General contractor – Senior Management
- Registered Architect and/or Engineer familiar with the current construction documents
- SFB Representative

## 3. Proposed Selection Schedule

RFQ Released	September 3, 2021
Questions Due No Later than	September 20, 2021
SOQ Due Date and Time	September 23, 2021 @ 3:00pm
SOQ Evaluated	September 23, 2021 @ 3:30pm
Interviews (if needed)	September 30, 2021
Governing Board Approval Date	October 13, 2021
Contract Negotiation Start Date	October 2021

## EVALUATION CRITERIA (1000 points available)


### A. FIRM INFORMATION (50 points) (2 PAGE LIMIT)

#### 1. Firm Information:

Name of firm, Year Founded  
 Address of Principal's office, Primary Individual to Contract Phone/Fax  
 Form of Business Organization (Corporations, Partnership, Individual, Joint Venture, other)

#### 2. Provide a general description of the firm and/or team that is proposing to provide CMAR services.

- a) Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.

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**3. Provide the following information:**

- a) List the Arizona professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.
- b) Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration or other dispute resolution process within the last 3 years. Briefly describe the circumstances and the outcomes.
- c) Provide a statement describing the Company's bonding capacity and evidence of the firm's capacity to bond this project (current budget \$10,000,000.00).
- d) Please provide a 3-year safety history including modification rate, note number of OSHA recordable cases, lost workdays, restricted workdays and fatalities in last 3 years. Estimate the approximate number of employees hours worked by your firm in these 3 years.

**B. CURRENT WORKLOAD (50 POINTS) (2 PAGE LIMIT)**

1. List five (5) of the construction projects over \$5,000,000.00 your organization has in progress or has recently completed.

Name of project  
 Location of project  
 Currently providing pre-construction or construction services  
 Anticipated completion Date


2. Demonstrate that your firm has the capability and sufficient work force to complete one or more of these projects on schedule.

**C. CONSTRUCTION-MANAGER-AT-RISK'S APPROACH TO PROVIDING EXPERTISE IN COST CONTROL, COST EFFECTIVE APPROACHES AND DEMONSTRATING BEST VALUE TO THE SCHOOL DISTRICT (500 POINTS)**

1. Describe the capabilities of your staff to provide the following items:

This school is funded by the AZ School Facilities Board and has \$7,524,234 from SFB for Construction Funds.

The design and engineering is complete. Please see 100% construction documents attached. (Page 4)

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If selected, what specific value engineering or efficiencies would you offer to reach the budget?  
 Please provide details, pros and cons, and justification in how these ideas give the district best value.

The final square footage must be 26,000 or greater.

Include possible economies of scale that may be realized if the same CMAR was to be  
 Selected for both Rio Rico High School District projects simultaneously.

**D. RELATIVE WORK EXPERIENCE (150 POINTS)**

**Comparable Projects must be those completed by the firm. (3 PAGE LIMIT)**


1. Identify three recent comparable projects, for each project provide in grid form:

- Name of Project
  - Location of Project
  - Construction Methodology (Design Bid-build, CMAR, Design-build)
  - Square footage of buildings
  - Original contracted GMP and final construction cost
  - Initial construction schedule/final completion date
- Please identify the key professionals working on each project and highlight those individuals being recommended on our project

2. References –for each of the above projects, provide a reference with email address for each project.

**E. EXPERIENCE OF KEY PERSONNEL FOR PROJECTS (150 POINTS) (6 PAGE LIMIT)**

1. For each key person identified, list their training and qualifications and at least three comparable projects in which they played a primary role or the same role as being recommended for this project. Provide resumes.
2. Key Personnel References – provide at least two (2) names with phone numbers for each project
3. List any proposed consultants and their experience and qualifications.
4. Consultant References – provide at least two (2) names with phone numbers for each project

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**F. REFERENCES AND OVERALL EVALUATION OF FIRM'S PERCEIVED ABILITY TO PROVIDE SERVICES (100 POINTS)**


**Interview Process, If Applicable**

If the committee determines to interview:

- The selection criteria and relative weight to be used by the selection committee for the interview process will be distributed to the firms to be interviewed before the interviews are held.
- The selection criteria and relative weight used for the interview process shall only be applied to those firms who make the interview phase.
- The selection committee will select the firms on the final list and their order on the final list solely through the results of the interview process.

**Pursuant to A.A.C. R7-2-1106 (B) (5), the District cannot and does not request and will not consider fees, price, man hours or any other cost information in the above described selection process.**



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## STATEMENT OF QUALIFICATIONS AND SUBMITTALS REQUIREMENTS

### 1. General


- a. All interested and qualified Offerors are invited to submit a SOQ proposal for consideration. Submission of a proposal indicates that the offeror has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have been satisfied.
- b. SOQ Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- c. SOQ Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- d. All proposals and materials submitted become the property of the District.

### 2. SOQ Proposal Presentation

- a. One (1) original and seven (7) copies of your proposal should be submitted. The original should be marked, "ORIGINAL" and the copies should be marked "COPY". All offers should be submitted with Tabs for each section as indicated below.
- b. The District will not assume responsibility for any costs related to the preparation or submission of the proposal.
- c. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CMAR services must submit a Statement of Qualifications (SOQ) that addresses the following items:



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## FORMAT FOR RESPONSE

### **1. Original**

One (1) original must be submitted. The original offer shall contain all original signatures. The outside of the original copy should be marked with the company name, RFQ-22-02 and “ORIGINAL” on the cover in large easy to read letters.

### **2. Copies**

Offeror shall submit seven (7) full copies of the Statement of Qualifications (SOQ) each marked with the company name, RFQ-22-02 and sequentially numbered “COPY NO. 1”, COPY No. 2”, etc.

The District does not assume responsibility for any costs related to the preparation or submission of the offer.

### **3. Offer Format**


In order for your offer to be considered, the following should be included and should be referenced with index tabs:

- A. Letter of Interest: Provide a summary statement on why your firm would be the best fit for the District.
- B. Table of Contents and Tabbed Sections of Offer: Following the format of the evaluation criteria marked A-F for Tabs A-F

#### **Tab F. Supplemental Forms must be submitted:**

- **Attachment A:** List of References
- **Attachment B:** Confidential References
- **Attachment C:** Offer form
- **Attachment D:** Déviations and Exceptions
- **Attachment E:** Confidential/Proprietary Submittals
- **Attachment F:** Amendment Acknowledgment
- **Attachment G:** Non-Collusion Affidavit
- **Attachment H:** W-9

Pages that have project photos, charts, and graphs will be counted toward the maximum number of pages. Front and back covers, table of contents pages and tabbed divider pages will not be counted if they do not contain submittal information. This maximum page limit does not include the noted supplemental forms below.

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**ATTACHMENT A**

**List of References**

**INSTRUCTIONS:** Enter the requested information for clients for whom you provided service similar to the services requested by the District in this RFQ. References are preferred from clients in Arizona using your firm in the last five years. Each client will be contacted initially and could be contacted again for clarification.

Name of Client:

---

Name of Organization:

---

Contact:

---

Email Address:

---

Telephone Number:

---

Name of Project:

---

Initial Budget:

---

Final Cost:

---

Initial Scheduled Completion Date:

---

Final Completion:

---

Name of Client:

---

Name of Organization:

---

Contact:

---

Email Address:

---



**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ: 22-02**  
**PROJECT: Construction Manager-At-Risk**  
**Rio Rico High School - SFB Additions**

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Santa Cruz Valley Unified  
School District No. 35  
570 Camino Lito Galindo  
Rio Rico, AZ 85648  
520-281-8282

Telephone Number:

---

Name of Project:

---

Initial Budget:

---

Final Cost:

---

Initial Scheduled Completion Date:

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Final Completion:

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Name of Client:

---

Name of Organization:

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Contact:

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Email Address:

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Telephone Number:

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Name of Project:

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Initial Budget:

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Final Cost:

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Initial Scheduled Completion Date:

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Final Completion:

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**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ: 22-02**  
**PROJECT: Construction Manager-At-Risk**  
**Rio Rico High School - SFB Additions**

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Santa Cruz Valley Unified  
School District No. 35  
570 Camino Lito Galindo  
Rio Rico, AZ 85648  
520-281-8282

Name of Client:

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Name of Organization:

---

Contact:

---

Email Address:

---

Telephone Number:

---

Name of Project:

---

Initial Budget:

---

Final Cost:


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Initial Scheduled Completion Date:

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Final Completion:

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**ATTACHMENT B**

**VENDOR MUST SEND THIS FORM OUT TO THEIR REFERENCES. REFERENCES MUST SUBMIT THIS FORM BACK DIRECTLY TO THE DISTRICT.**

**Top portion is to be completed by the vendor. Bottom portion is to be completed by the reference. Reference will then fax or email directly to the District.**

To the Attention of: \_\_\_\_\_  
 Name of Reference's Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Performance Evaluation Survey of: (vendor name) \_\_\_\_\_  
 Subject: **Construction-Manager-at-Risk for Rio Rico High School**

To Whom It May Concern:

Santa Cruz Valley Unified School District No. 35 has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firms.

The company listed above has chosen to participate in this solicitation. They have listed you as a client that they have provided goods/services for in the past. Both the company and Santa Cruz Unified School District would greatly appreciate you taking a few minutes to complete the questionnaire.

Please evaluate the performance of the vendor (10 meaning always satisfied and have no question about using again, and 1 meaning you are very dissatisfied and would not use them again). If you do not have past performance in a particular area, put "NA" for not applicable.

NO.	Criteria	Score 1 through 10 (points)
1	Services available when needed	
2	Quality of services provided	
3	Ability to manage subcontractors	
4	Communication with District	
6	Knowledge and experience of assigned staff	
7	Overall customer satisfaction based on performance	
Total Points		


Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this form to Santa Cruz Unified School District No. 35 at [locampo@scv35.org](mailto:locampo@scv35.org) by 3:00PM, Arizona time, on September 23, 2021.

\_\_\_\_\_  
 Signature (\*not needed if emailed)

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title

 <b>SANTA CRUZ VALLEY</b> Unified School District No. 35 Educate Everyone Every Day	<b>NOTICE OF REQUEST FOR QUALIFICATIONS</b>		Santa Cruz Valley Unified School District No. 35  570 Camino Lito Galindo Rio Rico, AZ 85648 520-281-8282
	<b>RFQ: 22-02</b> <b>PROJECT: Construction Manager-At-Risk</b> <b>Rio Rico High School - SFB Additions</b>	Page 47 of 53	

**ATTACHMENT C**

**OFFER**

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Offer, contact:

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Company Name  
Sign Offer

\_\_\_\_\_  
Signature of Person Authorized to

\_\_\_\_\_  
Address

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


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

\_\_\_\_\_  
Title

**CERTIFICATION**

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


1. The submission of the Offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of 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

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shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.

4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Offer, 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 Offer, 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.
9. Notwithstanding this offer and the validity of this offer, Offeror understands and agrees that there shall be no contract between the parties unless and until the parties execute a full and complete written contract. This offer shall remain open and valid for 180 days from the date responses are opened.



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**ATTACHMENT D**

**DEVIATIONS AND EXCEPTIONS**

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

\_\_\_\_\_ No exceptions (Note: If none are listed below, it is understood that no exceptions/deviations are taken)


\_\_\_\_\_ Exceptions taken (describe below –attach additional pages if needed). **All exceptions shall be clearly explained. Reference the corresponding Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions. Unacceptable exceptions/deviations may remove your Offer from consideration for award. The district shall be the sole judge on the acceptance of the exceptions/deviations.**

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

---

\_\_\_\_\_  
Firm

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

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ATTACHMENT E

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittals (mark one):


\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials included. **Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 19). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.**

---

\_\_\_\_\_  
Firm

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

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**ATTACHMENT F**

**AMENDMENT ACKNOWLEDGMENT**

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

Please sign and date

**AMENDMENT NO. 1 Acknowledgement** \_\_\_\_\_

Signature                      Date

**AMENDMENT NO. 2 Acknowledgement** \_\_\_\_\_

Signature                      Date

**AMENDMENT NO. 3 Acknowledgement** \_\_\_\_\_

Signature                      Date

**AMENDMENT NO. 4 Acknowledgement** \_\_\_\_\_

Signature                      Date

**AMENDMENT NO. 5 Acknowledgement** \_\_\_\_\_

Signature                      Date

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

\_\_\_\_\_  
Firm

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



**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ: 22-02**  
**PROJECT: Construction Manager-At-Risk**  
**Rio Rico High School - SFB Additions**

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Santa Cruz Valley Unified  
School District No. 35

570 Camino Lito Galindo  
Rio Rico, AZ 85648  
520-281-8282

**ATTACHMENT G**

**NON-COLLUSION AFFIDAVIT**

State of Arizona            )  
   ) ss.  
 County of                    )

\_\_\_\_\_, affiant,

the \_\_\_\_\_

(Title)

\_\_\_\_\_  
 (Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from submitting an Offer, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_

\_\_\_\_\_  
 (Title)

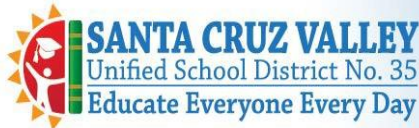
Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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



**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ: 22-02**  
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 Rio Rico, AZ 85648  
 520-281-8282

**ATTACHMENT H**

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
---	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>
[ ] [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]
<b>Employer identification number</b>
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.


**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER**

-----

# SEALED RFQ

**Do not open this package until the due date and time listed below**

-----

**Deliver To:**

Santa Cruz Valley Unified School District Office  
 Attn: Lourdes Ocampo, Purchasing  
 570 Camino Lito Galindo  
 Rio Rico, AZ 85648

**RFQ: 22-02 CONSTRUCTION-MANAGEMENT-AT-RISK for  
 Rio Rico High School – SFB Additions**

**Opening Date: September 23, 2021 @ 3:30PM AZ time\***

\*Submission received after this date and time will not be opened

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**CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER**