



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

LITCHFIELD ELEMENTARY SCHOOL DISTRICT #79

REQUEST FOR QUALIFICATIONS (RFQ) NO 21010 CONSTRUCTION MANAGER AT RISK

Due Date: April 14, 2021

Time: 10:00 A.M. Arizona Time

Opening Location:

Litchfield Elementary School District #79
Support Service Center
18921 W. Thomas Rd, Building A, Litchfield Park, AZ 85340

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, Proposals for the material or services specified will be received by the Litchfield Elementary School District #79, at the above specified location, until the time and date cited. Responses 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 response shall remain confidential until award is made. **If you need directions to our office**, please call **623-547-1528**.

Contract term shall be from date of award through project completion.

Qualifications 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 responses shall not be considered. The official time will be determined by the clock designated by the school district.

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

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

All questions must be submitted in writing to Roger Spivey at spivey@lesd.k12.az.us or by fax at 623-853-8082 at least three (3) business days before the due date.

Roger Spivey 3/30/2021

Roger Spivey, Director of Purchasing
Litchfield Elementary School District #79
Ph. 623-547-1528
Fax. 623-853-8082
spivey@lesd.k12.az.us



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

"NO BID" RESPONSE FORM RFQ #21010 CONSTRUCTION MANAGER AT RISK

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond will result in deletion of your name from the District's vendor listing. This form may be returned to the address listed below, or faxed to 623-853-8082. A "No Bid" will be considered a response.

I am submitting a "No Bid" at this time.

I cannot provide services of this nature.

I no longer wish to do business with Litchfield Elementary School District.

Name of Company

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Email Address

Mailing Address

City

State

Zip



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

TABLE OF CONTENTS

Section

Uniform Instruction to Offerors

Uniform General Terms and Conditions

Federal Funding Requirements

Special Instructions to Offerors.....

Special Terms and Conditions.....

Specific Instructions.....

Scope of Services

Proposal Instructions.....

Questionnaire Page.....

I.R.S. W-9 Form.....

Non-Collusion Affidavit

Offer and Acceptance Form

Amendment Acknowledgement Form

DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

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



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

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 Proposal.
- 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. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **"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.
- E. **"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.
- F. **"Solicitation Amendment"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **"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.

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 Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least three (3) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- 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.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms. A Proposal 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.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. 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 Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal 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 Proposal Cost Sheet.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- J. Identification of Taxes in Proposal. 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 Proposal, 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.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal 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.
- L. 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 Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal 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. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFQ. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under A.A.C. R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided in writing and the information shall be so identified wherever it appears. Contract terms and conditions,



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

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 and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have 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; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has 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 Proposal; 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 proposal, 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 proposal, 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.
5. By submission of this proposal, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. 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 Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal 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 Proposal acceptance, the number of days shall be ninety (90).



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the offeror 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 School District/Public Entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Proposals or portions thereof; or
 - 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Commencement. A Proposal 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 Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

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

- 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.
- B. The interested party shall supply promptly any other information requested the District representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

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

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 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 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. Costs and Payments

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



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

4. Contract Changes

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

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

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

8. Contract Termination

- A. **Cancellation for Conflict of Interest.** Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
 3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

9. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

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 Proposal**

By signing this Proposal, 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 School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal 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 specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13. **Contractor's Employment Eligibility**

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

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

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

14. **Terrorism Country Divestments**

Per A.R.S. § 35-392, the District/public entity 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.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

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 each individual School District/Public Entity.

16. Clarifications

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in 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 Proposal, 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 Proposal 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 School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

When submitting a response containing "CONFIDENTIAL" information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that offeror marked as "CONFIDENTIAL".

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

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

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

SPECIAL INSTRUCTIONS TO OFFERORS

1. District Representative

In accordance with A.A.C. R7-2-1042(A.1.s), and the "Uniform Instructions To Offerors," the District Representative is Roger Spivey, Director of Purchasing.

2. Questions

All questions related to this Solicitation shall be in writing and directed to Roger Spivey, Director of Purchasing. Questions can be faxed to 623-853-8082 or emailed to spivey@lesd.k12.az.us. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of 3 days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

3. Contract Award

It is anticipated that a contract under this RFQ will be awarded to a single offeror.

4. Evaluation and Award Basis

Representatives of the District will evaluate the statements of qualifications solely on the selection criteria and relative weights as outlined in the RFQ per A.A.C. R7-2-1110. In addition to interviews the district reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, if considered by the District to be in the best interest of the District.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. Top scoring firms will be asked to interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, in accordance with A.A.C. R7-2-1108 (B.12)

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall not consider partial offers for award of a contract under this RFQ.

5. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFQ. Then a technical score will be given. The proposals with the highest scores will be interviewed to determine the best interests of the District. The following schedule is tentative.

RFQ Released	3/30/2021
RFQ Pre-Proposal Meeting (if applicable)	n/a
RFQ Due Date and Time	4/14/2021 at 10:00 A.M.
RFQ Evaluated	4/15/2021-4/22/2021



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

RFQ Short List Notification	4/23-4/26
RFQ Interviews (if necessary)	tbd
RFQ Best & Final (if necessary)	tbd
RFQ Awarded	May 2021
Notice of Award Letters	May 2021

6. Acknowledgement of Amendments

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

7. Offeror Required Contract/Agreement-

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject any or all parts of the agreement. Contract terms should not conflict with or supersede terms and conditions of the solicitation.

8. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a 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 cancellation, suspension and/or debarment of the contractor.

9. Integrity of Offer

By signing this Proposal, 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. R7-2-1042(A.1.1) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

10. Deviations to Offer

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Proposal form on the Offeror's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offerors formal Proposal. For the absence of any statements of deviation or exception, the Offer shall be accepted as in strict compliance with all terms and conditions.

SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract(s) for Construction Manager at Risk.

2. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

3. **Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror shall be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

4. **Affordable Care Act**

Offeror understands and agrees that is 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.

5. **Licenses**

The successful Offeror shall provide documentation of professional memberships, certifications, and licenses. Offeror MUST provide Contractors License in the Statement of Qualifications.

6. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

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.

7. **Fingerprint Requirements**

Fingerprint clearance cards will not be required for this contract.

8. **Registered Sex Offender Restrictions**

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. §13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

9. **Terms of Award**

It is the intent of the District to award a contract beginning upon award and continuing through project completion.

10. **Non-Exclusive Contract**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

11. **Delivery of Services**

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

12. **Local Representative**

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

13. **BILLING**

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Litchfield Elementary School District will refer to the RFQ number of this solicitation. The District will not accept "securities" in place of retention.

14. **BONDING:**

The contractor will be required to supply a Performance and Payment Bond on the Guaranteed Maximum Price (GMP) for the Project before construction begins.

SPECIFIC INSTRUCTIONS

1. Should Offerors find discrepancies or ambiguities in, or omissions from, the specifications, they shall at once notify the Director of Purchasing. The District will not be responsible for any instructions or changes in the plans and specifications unless issued in a written addendum. All addenda issued during the time of bidding shall be included in the proposal and become a part of it.
2. This may or may not be an all or nothing award.
3. Employees of successful Offeror must follow all District rules of conduct while on District property.
4. The use of brand names and/or specifications is to identify quality level. Alternative products will be considered.
1. **CONE OF SILENCE:** A Cone of Silence is in effect for this RFQ from the date of its release. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this RFQ between:

- A. a potential vendor, service provider, Offeror, lobbyist or consultant and the staff of the Litchfield Elementary School District (LESD), including but not limited to school administrators; and



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- B. a potential vendor, service provider, Offeror, lobbyist, or consultant and any one or more of the Governing Board members or members-elect.

Unless specifically provided otherwise in the RFQ, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the LESD's Director of Purchasing;
- B. Communications at duly noticed Pre-Proposal meetings and site visits prior to RFQ opening or Post RFQ meetings and site visits, which are administered by the Director of Purchasing prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time of a written recommendation from the Director of Purchasing regarding contract award.

Violation of this article by a potential vendor, service provider, Offeror, lobbyist, or consultant may, in the discretion of LESD, result in rejection of said Offeror, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

SCOPE OF SERVICES RFQ # 21010 CONSTRUCTION MANAGER AT RISK

Purpose

The purpose of this solicitation is to enter into one (1) contract with a qualified Contractor to provide Construction Manager at Risk (CM) services for pre-construction and construction of a new White Tanks Learning Center.

Project Locations

The Project is located at 18825 West Thomas Road, Litchfield Park Arizona 85340.

Project Architect: DLR Group

Anticipated Budget: \$ 2,550,000 plus adjacent ways.

SCOPE OF SERVICES

These services will include construction of an anticipated 15,500 square foot metal building that will include 8 classrooms, workrooms, administration, and a cafegymatorium. The site will require fields, a playground, a bus loop and parking. The site will be semi occupied by staff and students at the existing White Tanks campus.

Pre-Construction Services

The Construction Manager at Risk will provide the following services:

- A. Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate and schedule, including, but not limited to the construction project manager.
- B. Consult with the District and Architect regarding site use and improvements, phasing of the work, selection of materials, building systems and equipment.
- C. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies.
- D. Conduct value engineering or constructability reviews as needed or requested.
- E. The Construction Manager shall coordinate and integrate the preliminary Project Schedule with the services and activities of the District, Architect and Construction Manager. As design proceeds, the preliminary Project Schedule shall be updated to indicate proposed activity sequences and duration's, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
- F. When Schematic Design Documents have been prepared by the Architect and approved by the District, the Construction Manager shall prepare for the review of the Architect and approval of the District, a cost estimate with supporting data.
- G. During Design Development, the Construction Manager shall update and refine the estimate at appropriate intervals agreed to by the District, Architect and Construction Manager.
- H. When Design Development Documents are complete the Construction Manager shall prepare a detailed cost estimate with supporting data for review by the District and Architect.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- I. If any estimate submitted to the District exceeds the project budget, the Construction Manager shall make recommendations to the District and Architect to reduce the cost of the project. In no case will the Project be allowed to exceed the project budget, except for changes in scope requested by the District.
- J. The Construction Manager shall recommend to the District and Architect a schedule of procurement of long-lead time items that will constitute part of the Work as required meeting the project schedule.
- K. Beginning with Schematic Design Documents and continuing thereafter with each design phase, the Construction Manager shall prepare and update a Project Budget. The updated Project Budget shall be the basis for determining the Guaranteed Maximum Price for each construction phase.
- L. At construction document completion percentage of at least 95%, the Construction Manager will propose a Guaranteed Maximum Price for the project, which shall be the sum of the estimated Cost of Work and the Construction Manager's fee.
- M. The Construction Manager at Risk will have full budgetary responsibility in establishing the Guaranteed Maximum Price on the project.

Pursuant to A.R.S 41-2578(E), construction services may not commence until the District and Construction Manager agree upon the terms of a Guaranteed Maximum Price Contract. If the District and the Construction Manager are unable to agree upon the terms of a Guaranteed Maximum Price Contract, the District will enter into negotiations with the next most qualified on the short list. Following the failure to agree upon a Guaranteed Maximum Price Contract, the District may use any and all materials developed during the term of the Pre-construction Services Contract initially entered into pursuant to this RFQ with a subsequent Construction Manager.

Management of Construction

The successful firm will be responsible for the construction management of the projects described below. The services required for the construction program may be included, but are not limited to the following:

- a. Enter an "At-Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of said facility.
- b. Schedule and conduct pre-construction meetings.
- c. Provide continuous on-site construction management services throughout the construction phase. The management shall include, but is not limited to:
 - Regular job site meetings and minutes.
 - Maintain daily on-site project log and schedule report.
 - Oversee quality assurance testing and inspection programs.
 - Monitor construction management staff and subcontractor work performance of deficiencies.
 - Oversee construction management staff and subcontractor safety programs.
 - Maintain master set of construction documents on-site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
- d. Develop, update and maintain master project schedules, detailed 3 week look ahead construction schedules, submittal schedules, inspection schedules and occupancy schedules.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

- e. Process payment requests for approval.
- f. Report potential budget and schedule variances and prepare recovery plans.
- g. Coordinate surveyors, special consultants, and testing lab services contracted by Owner as required.
- h. Administer post construction closeout and warranty collection, start-up, as built and transition to operation.
- i. Provide construction program accounting and reporting to the District as required.
- j. The Construction Manager at Risk will be required to work with the Architect of record and school District's Design Team on the Project and submit pay request for approval, issue RFI's when necessary, and assist the Owner and Architect as required for the timely completion of the Project.
- k. The Construction Manager at Risk will be required to work with and coordinate their activities with any third party contracts or contractors that the District provides for this Project.
- l. The District may elect to include additional services for the quoted fee to assist the District in implementing and managing its capital improvement program.

REQUIREMENTS OF CONSTRUCTION MANAGER AT RISK (CM)

Firm must meet the following requirements:

1. CM's must be experienced (5 years minimum CM experience) in providing construction management services for K-12 public school programs.
2. CM's must be authorized to do business in the State of Arizona and must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations and rules.
3. CM's must be able to demonstrate financial strength appropriate to the scale of the project being managed. This includes adequate bonding capacity and insurance limits. The District will not accept "securities" in place of retention.
4. CM's must be knowledgeable of the requirements of Arizona Statutes.
5. CM's must provide full services from an operational office located on the job site using in-house staff in leadership positions.

PROPOSAL INSTRUCTIONS

Ink or Typewritten

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

Signature Verification

To be considered for award, each proposal must be signed by a legally authorized representative of your company.

Examination of Contract Documents



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

It is the responsibility of your firm to thoroughly examine and be familiar with the contract documents. The failure or neglect of the company to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to the RFQ. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Proposal Documents

Failure to completely execute and submit the required documents before the bid submittal deadline will render a proposal non-responsive.

Formation of Contract

A signed proposal and a signed and dated Purchase Order from the Litchfield Elementary School District #79 shall constitute a binding contract.

Informed Proposer

It will be your responsibility to be fully informed as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at your firm's own risk and relief cannot be secured on the plea of error.

Oral Explanations

The District will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.

General Compliance

All bidder services must adhere to relevant federal and state laws and regulations.

PROPOSAL SUBMISSION REQUIREMENTS

FORMAT

One (1) original and three (3) hard copies of the proposal shall be submitted on the forms and in the format contained in the RFQ, PLUS one (1) copy of the proposal on a flash drive. All proposals, including the copies, shall contain all descriptive literature, specifications, samples, etc. All proposals and copies shall be submitted in three (3) ring loose-leaf binders or report covers. Bidders may reproduce the forms and retype information, but all of the required information must be presented in the order requested.

Offers that do not conform to the above format may be rejected.

TABLE OF CONTENTS

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

Tab 1. A signed letter of interest, stating the Offerors interest and qualifications in providing the services outlined in the RFQ.

Tab 2. Table of Contents

Tab 3. Describe three (3) to five (5) of the most recent, relevant projects. Include the following information:

1. Project name
2. Location
3. Brief description including: site acreage, building square footage, final cost per square foot of total project cost.
4. Owner-contact, address, and telephone number-Contact must be an employee that was directly involved with the construction process.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

5. Timeline including preconstruction, construction, substantial completion, and final completion.
6. Personnel assigned to the project that will be assigned to this program
7. Consultants assigned to the project that will be assigned to this program
8. Project delivery method
9. Total amount of change order and comparison of original budget to actual cost
10. Unique approaches or techniques of the project that may be applicable to this program

Tab 4. Firm References (minimum of three) – especially other local school districts and governmental agencies. The list must include the organization name, address, telephone number, email and individual to contact. References will be contacted

Tab 5. Provide a list of staff within the firm that will be involved with this project, indicate the amount of time they will spend on this project, their current work load and a brief description of their capabilities including the following:

- a. Design review
- b. Budget estimating
- c. Value engineering
- d. Life cycle cost analysis
- e. Construction scheduling
- f. Quality control (design and construction)
- g. Constructability analysis
- h. Cost control
- i. Change order negotiation
- j. Project closeout
- k. Transition planning
- l. As built

Tab 6. Describe the firm's scheduling and costs control system. Methods for assuring subcontractor's adherence to schedule shall be highlighted. A comparison of the firm's recent project profile shall indicate their ability to hold to original schedules and budgets. Provide a sample three week look ahead schedule which is indicative of what would be used during the project.

Tab 7. Describe the functions and capabilities of your firm's project management and information system. Provide examples of a progress reports and a typical meeting minute.

Tab 8. Describe your sub-contractor selection plan. Provide references from three (3) to five (5) subcontractors used in the past five (5) years including name of company, contact name, email, and phone number.

Tab 9. Provide a copy a of your Arizona General Contractor's License, previous years financial statements, evidence of current bonding capacity, and proof of required insurance.



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

Tab 10. Completed Offer and Acceptance Form.

Tab 11. Completed Non-Collusion Affidavit.

Tab 12. Completed W-9.

Tab 13. Attachments and/or Exhibits.

EVALUATION AND CRITERIA

This Request for Qualifications shall be awarded to the most advantageous offeror(s) to the District based upon the following criteria (listed in their relative order of importance). This criteria will be used to establish a final list of a minimum of three (3) and a maximum of five (5) qualified vendors who will be scheduled for interviews. Interview evaluation criteria will be provide when interviews are scheduled. The initial evaluation and the interview evaluation will be used to determine the awarded vendors.

	<u>Points</u>
A. Ability to provide services as described in the <i>Scope of Service</i>	300
B. Scheduling /Cost Control System & Project Management Information Systems	200
C. Staff qualifications	200
D. References	150
E. Sub-Contractor Selection Plan	150
TOTAL POINTS POSSIBLE	1000



LITCHFIELD ELEMENTARY SCHOOL DISTRICT

272 East Sagebrush Street • Litchfield Park, Arizona 85340 • 623.535.6000 • Fax 623.935.1448 • www.lesd.k12.az.us

"A Stronger Mind for a Stronger Future"

RFQ# 21010 CONSTRUCTION MANAGER AT RISK QUESTIONNAIRE PAGE

Company Name _____

The Bidder acknowledges receipt of the following Addenda (if applicable):

Addendum No. _____ through _____

Displayed RFQ name and number on the left side of the returning envelope? Yes

Included the requested number of hard copies? (4 Copies) Yes

Included one copy on a flash drive? Yes

Offeror has read and understands all solicitation instructions, the Scope of Services, and the General and Special Terms and Conditions? Yes

Completed Non-Collusion Affidavit enclosed? Yes

Completed Offer & Acceptance Form enclosed? Yes

Completed Amendment Acknowledgment Form enclosed? Yes

Completed Questionnaire Page enclosed? Yes

Completed W-9 enclosed? Yes

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type. See Specific Instructions on page 5.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)	
	6 City, state, and ZIP code		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	Employer identification number					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">[] [] [] [] - [] [] [] []</td> <td style="width: 60%; text-align: center;">[] [] [] [] [] [] [] [] [] []</td> </tr> </table>	[] [] [] [] - [] [] [] []	[] [] [] [] [] [] [] [] [] []	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">[] [] [] [] [] [] [] [] [] []</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 80%; text-align: center;">[] []</td> </tr> </table>	[] [] [] [] [] [] [] [] [] []	-	[] []
[] [] [] [] - [] [] [] []	[] [] [] [] [] [] [] [] [] []					
[] [] [] [] [] [] [] [] [] []	-	[] []				

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

Before me, the undersigned, personally appeared

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

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

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

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1042(A.1.L), and A.A.C. R7-2-1003(J).



(Signature of Affiant)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://azsos.gov/business/notary/enotary>

OFFER AND ACCEPTANCE FORM

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this RFQ, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____%

E-Mail: _____

Company Name



Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003 (J) and A.A.C. R7-2-1042 (A.1.I) have occurred.
2. The Bidder 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 Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder 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 Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Proposal is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. _____.

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

Awarded this _____ day of _____ 20_____

Authorized Signature of School District Official

AMENDMENT ACKNOWLEDGMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) 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