

	<b>Douglas Unified School District, #27</b> <b>Notice of Request for Qualifications</b>		1132 E 12th Street Douglas, AZ 85607
	RFQ: 20-005-21 <b>PROJECT: Select Bidders for New Space at Douglas High School</b>	Page 1 of 48	

Release Date:	September 16
Request for Qualifications #	20-005-21
Material and/or Service:	<b>Select Bidders for New Space at Douglas High School</b>
Website	<a href="http://www.dusd.us">www.dusd.us</a>
RFQ Due Back Date:	October 13, 2020
Time:	1:00 PM (Mountain Standard Time)
Presubmittal Meeting	September 29, 2020 at 1:00 PM 1550 15th St, Douglas, AZ 85607
Questions Due:	October 2, 2020, by Noon.
Submittal Location:	Douglas Unified School District, #27 <b>Procurement Department</b> 1132 12th street, Douglas, AZ 85607

This RFQ is being issued pursuant to soliciting statements of qualifications in accordance with procedures prescribed in A.R.S.R7-2-1101, R7-2-1106, R7-2-1108 or R7-2-1117. The procurement of specified professional services will be received by the Douglas Unified School District, #27, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the submission shall remain confidential until award is made. If you need directions to our office, please call (520) 364-2447 ext. 7025. **We are NOT in an overnight delivery area.**

The full solicitation will be posted at [www.dusd.us](http://www.dusd.us). You may download it there. This is a courtesy notification. This RFQ is being advertised in the "official newspaper" for Cochise County.

**Ten copies of the response are requested:** one (1) marked "**Original**" and **eight (8)** copies, in addition to one (1) electronic copy in the form of a USB Flash Drive. RFQ #20-005-21. Statement of 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 Qualifications shall not be considered.

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

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

**Questions regarding this Request for Qualifications should be directed, in writing, to:**

Norma Nerio

September 16, 2020

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Norma Nerio, Purchasing

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Date

Phone: (520) 364-2447 ext. 7025

Email: [nnerio@douglasschools.org](mailto:nnerio@douglasschools.org)

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#### **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.state.az.us/ArizonaRevisedStatutes.asp>.

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

**Arizona Department of Revenue at:** <https://azdor.gov/transaction-privilege-tax/contracting-guidelines>

**School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:**

[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://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>

	<b>Douglas Unified School District, #27</b> <b>Uniform Instruction to Offerors</b>		1132 E 12th Street Douglas, AZ 85607
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## 1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Architect”** means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice professional services in Arizona.
- C. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- D. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. **“Contractor”** means any person who has a contract with the School District.
- F. **“Days”** means calendar days unless otherwise specified.
- G. **“General Contractor”** means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice professional General Contracting services in Arizona.
- H. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- I. **“Gift or Benefit”** means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal of real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.
- J. **“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.
- K. **“Offer”** means bid, proposal or quotation.
- L. **“Offeror”** means a vendor who responds to a Solicitation.
- M. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- O. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- P. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- Q. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- R. **“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.
- S. **“School District” means the School District that executes the contract.**
- T. **“Fiscal Year”** means the period beginning with July 1 and ending June 30.

## 2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact

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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 Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3 Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

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1. Request for Qualifications: All exceptions that are contained in the Offer may negatively affect the Statement of Qualifications evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts 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 Employer 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 Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the 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, the following shall prevail in the order set forth below:
  1. Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement of Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Special Instructions to Offerors; and
  9. Uniform Instructions to Offerors
  10. Statement of Qualifications

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M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

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

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarization the non-collusion affidavit or other official contract form, the offeror certifies that:
  - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
  - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

#### 5. **Additional 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. All applicable taxes in the Offer will be considered by the School District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the numbers of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open

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for ninety (90) days from the Best and Final due date.

- 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 Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

## 6. Award

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

## 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, Ana Samaniego, who is the Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. Any interested party may protest a solicitation issued by the school district, a determination that a proposal is unacceptable, or the proposed award or the award of a school district contract. Protests shall be filed with the district representative.
- B. Content of protest. The protest shall be in writing and shall include the following information:
- 1) The name, address and telephone number of the interested party;
  - 2) The signature of the interested party or the interested party's representative;
  - 3) Identification of 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.


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- C. The interested party shall supply any other information requested by the district representative within 10 days of the request.
- D. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (C). The written request shall be filed before the expiration of the time limit set forth in subsection (C) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information 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.

**8. Time for filing protests R7-2-1143**

- A. 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.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) 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.
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District Representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.



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## 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gift or Benefit”** means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal of real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.
- H. **“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.
- I. **“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- J. **“MRRR Tax”** means Maintenance, Repair, Replacement and Alteration Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing material that will be incorporated into an MRRR project when the base bid is less than \$750,000, as outlined by the Arizona Department of Revenue.
- K. **“Offer”** means bid, proposal or quotation.
- L. **“Offeror”** means a vendor who responds to a Solicitation.
- M. **“Owner”** means the Douglas Unified School District.
- N. **“Prime Contract Tax”**, If the construction contractor’s base bid if it is for Alterations greater than \$750,000, New Space, Grading, or Demolition, then Transaction Privilege Tax applies to the project and is governed by those rules and law set forth by the State of Arizona.
- O. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- P. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- Q. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- R. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- S. **“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.
- T. **“School District”** means the School District that executes the Contract.

## 2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform


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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.

### 3. 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. 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 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 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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.

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- 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- I. Federal Immigration and Nationality Act. 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.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. 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.

#### 4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District 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. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.

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2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

- 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 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 will make reasonable efforts to secure such funds.


## 5. 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 Preconstruction and Construction assignments with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments. Amendments and contract changes are directed only by authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Contractor are enforceable. Unauthorized amendments or changes 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 authorized District Representative.

## 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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Douglas Unified School District, #27 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and

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all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

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

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- E. Third Party Antitrust Violations. The Contractor assigns to the School District 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 two years after acceptance by the School District of the materials or services, they shall be:
1. of a quality to pass without objection in the trade under the Contract description;
  2. fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District 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.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District 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's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not

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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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

**B. Stop Work Order.**

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by 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 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 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 shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**8. Contract Termination**

**A. Cancellation for Conflict of Interest.** Per A.R.S. 38-511 and R7-2-1087: the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**B. Cancellation for Gifting:** R7-2-1087, G, If it appears that any person has not complied with A.R.S. § 15-213(O). The school district or school purchasing cooperative may, by written notice, terminate the Contract, in whole or in part, if the school district or school purchasing cooperative 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 or school purchasing cooperative who supervised or participated in the planning, recommending, selecting or contracting of the Contract.

**C. Cancellation for Gratuities.** R7-2-1087, H, The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District

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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, 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 may, by written notice to the Contractor, immediately terminate this Contract if the school District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. 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.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required 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.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.


## 9. **Contract Claims**

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

## 10. **Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be



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performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 11. Contractor’s Employment Eligibility

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

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

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

#### 12. Terrorism Country Divestments

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

#### 13. Boycott of Israel

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

#### 14. Fingerprint Clearance Cards


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

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of Douglas Unified School District, #27.

#### 14. Registered Sex Offender Notification Restriction

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

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

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

#### 15. **Clarifications/Discussions**

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

#### 16. **Confidential Information**

Confidential information request: If Offeror believes that its submission contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the submission, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

#### 17. **Prohibition of Reprisals**


Douglas Unified School District, #27 is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

#### 18. **COVID**

During this uncertain time, facial masks must be worn anytime the Contractor is on site and social distancing is mandatory.

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1. Pre-Submittal Conference

A Pre-Submittal Conference will be held at the time and location indicated on Page 1. Unless otherwise noted, attendance is not mandatory but is highly recommended. The purpose of the Pre-Submittal conference will be to clarify the unique issues that will be used in this construction project. Contractor may visit the construction site to ascertain the layout if they wish to. A site visit will happen in the IFB process.

2. Inquires. Should a prospective Submitter find any ambiguity, inconsistency or error in the Request for Qualifications, or should the prospective Submitter be in doubt as to their meaning, the prospective Submitter must send their inquiry mail to [Nnerio@douglasschools.org](mailto:Nnerio@douglasschools.org).

3. Preparation of Proposals

- A. **Electronic Documents:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.
- B. **Statement of Qualifications Format:** Ten sets: One (1) original and eight (8) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal should be submitted on the forms **and** in the format as contained in the RFQ. All SOQs including copies should contain all descriptive literature, specifications, samples (if requested), references, etc. SOQs should be typed in no less than 10 point font, double spaced and limited to no more than 50 numbered pages, front and back, in its entirety. This page limit preference does not include the required attachment forms.
- C. **Acknowledgement of Amendments:** In accordance with A.A.C. R7-2-1042(A.1.b), Offeror should acknowledge receipt of all amendments by signing the Acknowledgement Form of the RFQ.


4. Offer Preparation.

- A. **General.** The Douglas Unified School District is seeking Statements of Qualifications (SOQs) in response to this Request for Qualifications. All SOQs must follow the format described in the solicitation's instructions. Failure to follow the instructions regarding format may result in rejection of the SOQ.
- B. **Offer and Acceptance.** Offers shall include a signed Offer and Acceptance form, as described in the Uniform Instructions to Offerors. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time.
- C. **Failure to return an Offer and Acceptance Form** may result in rejection of the Offer.
- D. **Attachments A-I.** Offerors shall include completed Attachments A -I as part of their SOQ.
- E. **Acknowledgement of Solicitation Amendments.** Amendments will be issued solely through Attachment D. It is the responsibility of the Submitter to ensure that it has acknowledged all amendments that have been issued. Offerors shall acknowledge all Solicitation Amendments using the Attachment F for amendment acknowledgement. SOQs submitted without all Solicitation Amendments acknowledged may be deemed nonresponsive.

5. Withdrawal of Statements of Qualifications. Submitters may withdraw their SOQs at any time prior to the due date and time.

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6. **SOQ-Required Information:** The General Contracting will be selected through a qualifications-based selection process. Firms interested in providing General Contracting shall submit a Statement of Qualifications (SOQ) that addresses the following items:
- A. Letter of Interest. It should include a statement for each of the following:
1. documenting your firm's basic information,
  2. how long in business in Arizona,
  3. who the principals are,
  4. what licenses your firm holds
  5. Any Arizona settlements, judgments or liens against the firm's work, installation, or construction within the last five years;
  6. Any current unresolved bond claims against the firm;
  7. Any deficiency orders issued against the prime contractor by the Arizona Registrar of Contractors within the last five years; and
  8. Any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for the protection against creditors during the last five years.
- B. **General Experience of the Firm (Tab 1)**
1. Provide five examples in the last five years of projects similar in materials, square footage, and dollars that were built for a public entity or public space. For each one, please detail:
    - A. Name and a short description of the Project
    - B. Project Owner
    - C. Location of Project
    - D. Budget
    - E. Timeline for construction in days
    - F. Design Firm
    - G. Fund Source, (Bond, SFB, Impact Aid, or combo)
    - H. List the five major subs for each project
    - I. Indicate the procurement method: CM@R, Design Build, Select Bidders, or Design-Bid-Build.
    - J. How many change orders, cost of each, and the reason for each?
    - K. What were the four biggest challenges in each of the project going and any that occurred during?
    - L. How did you address each these challenges?
- C. **Specific Project Qualifications (Tab 2)**
1. Key members of your firm that would be the "team" if your firm is selected and their education/training.
  2. Job assignment for each team member and why were they selected for this project.
  3. Percentage of time assigned to the project for each team member.
  4. How many years with your firm? (Substituting personnel at a later date could be grounds for disqualification.)
  5. There are several unique items involved in this project. Please address your experience with or your primary subcontractors experience with:
    - A. Pre-engineered steel buildings, (much like a charter school)
    - B. Occupied high school campus
    - C. Site is remote, but still accessible to the Greater Tucson Area.
    - D. This project is located on border of Mexico.
- D. **Method of Approach (Tab 3)**
1. Describe how your firm will select subcontractors.
  2. What trades or areas of work will you self-perform?
  3. How does the firm manage and confirm the work quality is up to standards?
  4. Describe your warranty process, response time, and escalation if needed.
  5. How long would you want to respond to the IFB, if selected, so that you have sufficient time to comb through the details and resolve any ambiguity or conflict between the specifications and the drawings.

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6. Describe your firm's ability to be and experience being flexible and accessible in providing services relative to this type of projects.
7. Attach a reasonable construction schedule with Award in late November, photo shovel pictures in early January and substantial completion in late October 2021.

**E. Organizational Strength (Tab 4)**

1. Provide a copy of your firm's Safety Plan (If more than 100 pages, submit one (1) in a separate notebook.
2. Provide a letter from your firm's insurance company, on their letterhead stating the Worker's Compensation Experience Modification Rate for year of the past five years.
3. A statement of how you would absorb this project into your Firm's current workload. Document the other projects that the Team you propose is currently working on and when those projects would close out.
4. Proof of current bonding availability and capacity.

**F. Forms (Tab 5)**

**1. Attachment A: SOQ Client References**

Each offering firm should provide at least three (3) references but not more than five (5) using the form included within this RFQ. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

**2. Attachment B: Certificate of Insurance**

Firms need to provide proof of insurability. This confirms your firm's ability to be insured.

**3. Attachment C: Confidential or Proprietary Information**


If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1019, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your offer that is considered confidential in nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential or proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

**4. Attachment D: Amendment Acknowledgement Form**

The form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

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5. **Attachment E:** Deviations and Exceptions

Any deviation from any terms and conditions or exceptions taken shall be described fully on the Attachment Form provided. Deviations and Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offeror's Proposal. An absence of any statements of deviation or exception shall be accepted as the Offer is submitted with strict compliance with all terms and conditions.

6. **Attachment F:** Familial Relationship Disclosure Form

A notarized statement disclosing any relationship with the District or Governing Board must be included in the bid package.

7. **Attachment G:** Offer and Acceptance Form

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by an Authorized Representative of the Offeror, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

Additionally, there is a long list of items you are attesting to when you submit your bid.

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices and has taken steps and exercised due diligence to ensure that no violation of ARS 15-213 (O) has occurred.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.  
By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

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8. **Attachment H:** Non-Collusion Statement

Offeror attests that the bid is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the bid. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder. It also certifies that the Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting an offer.

Offer attests that any person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with a school district or school purchasing cooperative that offers, confers or agrees 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 a school district or school purchasing cooperative is subject to the penalties prescribed in A.R.S. § 15-213(O). This form shall be notarized.

9. **Attachment I:** W-9 Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract. The current form is dated October 2018.

B. Offer Submission, Due Date and Time


It is the contractor's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to DUSD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, DUSD will not be held responsible and the late bid package will not be considered. ***DUSD is not in an overnight area and the Business Office has a different mailing address than its physical address location.*** Plan accordingly.

C. Evaluation.

A. Selection Criteria and Content for Statements of Qualifications: The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The Proposal should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ.

B. Evaluation Overview:

1. The District intends to establish a qualified select bidders list to contain no less than three and no more than five qualified construction firms to potentially provide subsequent construction services to the District.
2. As part of the initial review phase, the evaluation committee shall evaluate all Statements of Qualifications and performance data in accordance with defined selection criteria and relative weights set forth in this Solicitation. Responses will be scored and ranked.
3. Based on the scores and rankings of the evaluation of the statement of qualifications and performance data submitted in response to the RFQ, the selection committee will establish a qualified select bidders list pursuant to A.A.C. R7-2-1101(I), containing at least three and not more than five qualified select bidders.
4. The evaluation committee will conduct interviews before making a final determination to establish the qualified select bidders list. If so, the committee shall document the interviews in writing. However,

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nothing herein shall be construed to require the evaluation committee, nor the District, to conduct interviews before establishing a qualified select bidders list. The district may establish the select bidders list hereunder strictly based on the initial review and evaluation of the submitted SOQ's and committee ranking.

C. Evaluation Committee:

The evaluation committee for this procurement shall consist of no less than five and no more than seven members.

2. Proposed Selection Schedule:

Request for Qualifications issued	September 16
Receipt of Packets "Statement of Qualifications due to District.	October 13, 2020
Initial Review and Scoring	October 14, 2020
Notifications of Short List Firms for interviews	October 16, 2020
*Interviews (Tentative)	October 27, 2020
*Award of Qualified Select Bidders List	ASAP Early November, 2020
*Dates are subject to change	

3. Evaluation Criteria Format: Total Points Available: 1,000 + 200 (interview if applicable)

Evaluation of the Request for Qualifications shall be based upon the following criteria listed with their point value so that responding firms understand order of greatest importance:

A. Rubric

<b>1</b>	<b>General Experience of the Offeror (300 Points)</b>
	A. The overall experience and expertise of the Offeror, specifically in providing school construction services for K-12 schools within the State of Arizona or recent relevant public space experience; and Three (3) to five (5) most recent representative examples of Offeror's similar work to this project. B. The Offeror's capabilities and qualifications for performing the scope of work C. How were challenges handled
<b>2</b>	<b>Specific Project Qualifications and Experience of the Offeror and Key Personnel (300 Points)</b>
	A. Offeror's project team, key members' and projects. B. Experience with pre-engineered steel structures and remote sites
<b>3</b>	<b>Method of Approach to Pre-Construction and Construction Services (250 Points)</b>
	A. Offeror's method of approach and subcontractor selection plan to the identified project? B. Approach taking into account the project will be on an "active" school campus C. Experience with pre-engineered steel structures and remote sites D. Is intended self-performance reasonable E. Offeror's projected construction schedule and ability to adequately complete according to timeline.
<b>4.</b>	<b>Organizational Strength of the Offeror (100 Points)</b>
	A. Safety Plan is well defined B. Offeror's safety record and Experience Modification Rate? C. Offeror ability to absorb this project into their workload D. Offeror's current bonding availability and capacity?
<b>5.</b>	<b>Responsiveness (50 Points)</b>
	A. The submittal was of high quality, specifically tailored to the proposed project and the District's specific needs.



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1. **Funds:** This project is solely funded with SFB dollars. The adherence to the budget is paramount while at the same time delivering a building that will satisfy not only the District, its staff, students, and most importantly, the community.
2. **Contract term:**  
This award is good for no more than 12 months and only for this project.
3. **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 Firm under this Contract is an independent Firm. 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.
4. **Contract Administration and Operation:**
  - A. Contract Type: The Contract shall be Firm Fixed Price.
  - B. Commencement of Construction. Construction shall not commence until the Owner and Firm agree in writing on either a fixed price that the Owner will pay for the construction or a guaranteed maximum price.
  - C. Records. Under A.R.S. § 35-214 and § 35-215, the Firm 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 Firm shall produce a legible copy of any or all such records.
  - D. Non-Discrimination. The Firm 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.
  - E. Audit. At any time during the term of this Contract and five (5) years thereafter, the Firm's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

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- F. Inspection and Testing. The Firm agrees to permit access to its facilities, Subcontractor facilities and the Firm's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Firm's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Firm shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- G. Notices. Notices to the Firm required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Firm unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Firm 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.
- H. Advertising and Promotion of Contract. The Firm shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- I. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Firm is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Firm shall not use or release these materials without the prior written consent of the School District.

## 5. License Requirement:

Awarded Firm must hold a General Contractors License in good standing with the ROC

## 6. Change Orders:

The District is not able to supplement the construction project with additional funds. Therefore attention to detail is critical. If in the drawings, specifications, or call-outs there becomes an issue whereby the General Contracting or asks for a change order because your work was unclear, ambiguous, or contrary, the District will pay for the materials and the awarded General Contracting firm will pay for the labor to correct the issue.

## 7. Key Personnel:

The Firm agrees and understands that this contract award is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as indicated in the Firm's SOQ. Therefore, the Firm agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the District Procurement Officer of Record. The Firm further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the District's Procurement Officer of Record's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The District agrees that an approval of a substitution will not be unreasonably withheld. The Firm agrees to reveal its staffing levels by function, including resumes, upon request by the District at any time during the contract.

For purposes of this contract, Key Personnel is, at a minimum, those individuals shown in the Submitter's response to the Request for Qualifications.

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**8. Cancellation for Possession of Weapons on District Property:**

This contract may be cancelled if Firm or any subcontractors or others in the employ or under the supervision of the Firm or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on District property. Such property includes District owned or leased office building, yards, parking lots, construction sites or District owned vehicles. Further, if the Firm or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by a District official to leave the District property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-3102, Criminal trespass in the third degree; classification.

**7. Default:** Firm may be deemed to be in default if, at any time during the performance of the Contract, Firm initiates or is party to actions including but not limited to:

- A. Failure to provide the District with acceptable proof of compliance with prescribed insurance requirements;
- B. Failure in a material way to correct services not in conformance with the Contract;
- C. Material and/or repeated disregard of or failure to comply with laws, ordinances, rules, regulations, orders of any public authority having jurisdiction or applicable safety standards or building codes;
- D. Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- E. Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; or
- F. Attempting to assign this Contract without obtaining the District's Procurement Officer prior written consent.

**8. Costs and Payments:**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Firm shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.  
This will be a Prime Tax project.
- 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 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 will make reasonable efforts to secure such funds.

**9. Contract Changes:**

- A. Amendments. This solicitation is issued under the authority of the Procurement Officer who signed this solicitation. The solicitation may be modified only through an Amendment within the scope of the solicitation post by the Procurement Officer to [www.dusd.us](http://www.dusd.us). Changes to the solicitation, with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments after award. Amendments and contract changes are directed only by

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authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Firm are enforceable. Unauthorized amendments or changes are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Firm shall not be entitled to any claim and this Contract based on those changes.

- B. Assignment and Delegation. The Firm shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative.

## 10. Risk and Liability:

- A. Risk of Loss. The Firm 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 Firm regardless of receipt.

- B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Douglas Unified School District, #27 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Firm from and against any and all claims. It is agreed that Firm will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Firm agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Firm for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Firm shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Firm 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.

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2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Firm or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Firm assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Firm toward fulfillment of this Contract.

F. Compliance with Applicable Laws. The materials specified 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. Firm's Representations and Warranties. All representations and warranties made by the Firm under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Firm 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 Firm 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.

# 11. School District's Contractual Remedies:

a. Right to Assurance. If the School District in good faith has reason to believe that the Firm does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Firm give a written assurance of intent or ability to perform. Failure by the Firm to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

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b. Stop Work Order.

1. The School District may, at any time, by written order to the Firm, require the Firm 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 Firm, 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 Firm 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 Firm 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 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 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 shall be entitled to offset against any sums due the Firm, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Firm's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 12. Contract Termination:

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Firm receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Firm or a representative of the Firm to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Firm.
- C. Suspension or Debarment. The School District may, by written notice to the Firm, immediately terminate this Contract if the school District determines that the Firm has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Firm shall immediately stop all work, as directed in the notice, notify all

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Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Firm under the Contract shall become the property of and be delivered to the School District. The Firm 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.

**E. Termination for Default.**

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Firm 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 Firm.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Firm under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Firm shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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

**13. Contract Claims:**

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

**14. 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 and may involve access to secure or sensitive data or personal client data or development or modification of software for the District 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.

**15. Firm’s Employment Eligibility:**

By entering the contract, Firm 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 Firm 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 Firm 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 Firm. All costs necessary to verify

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compliance are the responsibility of the Firm.

#### **16. Terrorism Country Divestments:**

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

#### **17. Fingerprint Clearance Cards:**

In accordance with A.R.S 15-512(H), a Firm, sub or vendor or any employee of a Firm, 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.

Firm, its subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, Firm shall comply with Governing Board Policies of Douglas Unified School District, #27.

#### **18. Registered Sex Offender Notification Restriction:**

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

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

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

#### **19. Clarifications/Discussions:**

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

#### **20. Presentations:**

It is anticipated that after the initial score of the SOQs, a number of firms susceptible to award will be invited to present to the Evaluation Committee and respond to interview questions. There will be an additional two-hundred (200) points available for scoring the presentations. All firms will start with a level playing field prior to the presentations.

#### **21. Confidential Information:**

Confidential information request: If Offeror believes that its submission contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the submission, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If



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the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

## 22. Prohibition of Reprisals:

Douglas Unified School District, #27 is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

## 23. Insurance and Safety:

### a. Minimum Scope and Limits of Insurance

General Contractor's Firm shall provide coverage with limits of liability not less than those stated below:

#### 1. Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, direct operations, sublet work, completed operations, sexual predator coverage, and broad form contractual liability coverage.

- General Aggregate/for this Project \$2,000,000/\$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Each Occurrence \$2,000,000
- Maximum Deductible \$10,000
  - a. The policy shall be endorsed to include the following additional insured language: **"The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the General Contractor"**.
  - b. Subcontractor shall be subject to the same minimum requirements identified above.

#### 2. Automobile Liability:

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The District shall be named as an additional insured with respect to liability arising out of the activities**

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**performed by, or on behalf of the General Contractor, including automobiles owned, leased, hired or borrowed by the General Contractor".**

- b. General Contractor's subcontractor shall be subject to the same minimum requirements identified in this section.

### 3. Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the District.

- b. General Contractor's sub-consultants shall be subject to the same minimum requirements identified in this section.

### 4. Professional Liability (Errors and Omissions Liability) :

Each Claim	\$2,000,000
------------	-------------

In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Architect/General Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- a. Policy shall contain a waiver of subrogation against the District.

### 5. Professional Liability (Errors and Omissions Liability) for Subcontractor: In addition to the insurance requirements for the Architect/General Contractor , the A&E's registered subcontractor are required to carry Professional Liability insurance as follows:

Each registered sub-consultant will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

All required subcontractor' certificates and endorsements are to be received and approved by the District before work commences. All insurance coverage for subcontractor shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

### 6. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the District is named as an additional insured, the District shall be an additional insured to the full limits of liability purchased by the General Contractor even if those limits of liability are in excess of those required by this Contract.
- b. The General Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

### 24. 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.

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Ensure that no employee has possession of or engages in consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed or prescribed legal drugs while providing services under this contract.

- 25. Contract Type:** This Request for Qualifications (RFQ) document, firm's response will become the controlling contract documents for next procurement. The shortlisted firms of three (3) to five (5) will be the only ones sent the IFB for Construction of the New Space at Douglas High School.

This Request for Qualifications shall not commit the District to enter into any contract or agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the District's best interest to do so. The District intends to issue the Invitation for Bid to the qualified select bidders list for the identified project, and intends to award to the successful bidder(s) a contract for construction pursuant to the terms and conditions of competitive sealed bidding under the Arizona School District Procurement Code.

The firm awarded IFB will use an AIA contract with Arizona Modifications.

- 26. Authority:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the Assistant Director of Business Services in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Firm.
- 27. Interpretation, Amendment:** Should a firm find discrepancies in, or omissions from, the RFQ documents, or should he be in doubt as to their meaning, he shall at once notify the owner who will post a written Amendment to all interested parties on the website. The owner will not be responsible for oral instructions or information. Questions received less than five days before the RFQ opening may not be answered.

Any amendment issued by the owner during the time of offering are to be included in the RFQ, and in closing a contract they become a part thereof. Firms shall acknowledge receipt of any amendment within the RFQ submittal.

**28. Request For Qualification Questions:**


Offerors who have questions about this RFQ are required to submit their questions in writing to the Business Manager. All questions must be submitted by October 2, 2020 at Noon local time. Responses will be addressed in an amendment to the RFQ if necessary. Amendments must be acknowledged on the Amendment Acknowledgement Form designated in the solicitation. The purpose of the amendment is to clarify, if necessary, the terms of this Request for Qualifications, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Qualifications, or if in doubt as to their meaning, such matters should be presented in writing. Phone calls with questions or requests for information regarding the RFQ will not be accepted. Oral statements or instructions will not constitute an amendment to this RFQ. Please submit any questions or discrepancies to Norma Nerio by email, [nnerio@douglasschools.org](mailto:nnerio@douglasschools.org). We recommend you request a delivery and read receipt of all e-mails sent to the District regarding this solicitation.

- 29. Submittal Opening:** Qualifications shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for


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Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

- 30. Time Stamp For Submittals:** Submittals will be time stamped when received. They will be accepted up to, but no later than, the time indicated in the Request For Qualifications (RFQ). All submittals received after the time stated in the RFQ will not be considered and will be returned to the vendor unopened. The vendor assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the vendor assumes responsibility for having his RFQ deposited on time at the place specified. The official clock for determining the time shall be that utilized by the Business Department at the place RFQ's are received and stamped.

	<b>Douglas Unified School District, #27</b> <b>Scope of Work</b>		1132 E 12th Street Douglas, AZ 85607
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1. Douglas Unified School District, #27 invites qualified General Contracting firms to submit their Statement of Qualifications in the format designated in the RFQ. The Douglas Unified School District is funding this project with School Facilities Board money for new schools.
  - A. Project Title: The New Space at Douglas High School.
  - B. Project Location: 1550 15th St, Douglas, AZ 85607
  - C. Brief Project Description:  
New construction will be north of the existing campus – on an area approximately 11 acres, bounded by Estrella Ave to the West and Eddie Ave on the East.
    - Site improvements
    - Four (4) separate interconnected pre- engineered steel buildings
    - Bus lanes and roadway
  - D. Estimated Total Building Square Footage:  
87,504 Square Feet
  - E. Estimated Construction Budget:  
\$13,200,000.
  - F. Project Schedule:  
Occupy space December of 2021.
  - G. Project Architectural Services:  
Sketch Architecture Company
  - H. The Project Management Firm:  
Estimating Plus
2. Construction Services: The established select bidders list of three (3) to five (5) will be the only firms to receive the Invitation for Bid for the project.

	<b>Douglas Unified School District, #27</b> Attachment A: SOQ Client References		1132 E 12th Street Douglas, AZ 85607
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### Reference Listing

It is the vendor's responsibility to send out a reference form to each client making sure the client completes the form and return the form **directly** back to the DUSD Purchasing Department.

### The form on the next page is to be completed by your clients.

To do this, fill out the top portion, (**To, Name of your company, Company being surveyed, and Phone**) on the attached Firm Reference Form. Fax, e-mail or mail the form to clients for which you have previously provided services. All clients must be different (can't have multiple people evaluate the same location). Clients shall complete the form and email it to the Douglas Unified School District, #27 directly by the time and date indicated. The maximum number of references that will receive credit is five and the minimum number to receive scoring is three. Credit will be given to vendors with more high performing references and School District experience.

Has your firm sent the attached Firm Reference Form to <i>at least</i> 5 client references?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm verified receipt of your submittal with each client referenced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to the email provided on the form (nnerio@douglasschools.org) by the due date of October 13, 2020?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Please list the client references below that received the Firm Reference Form: (Company Name, Contact Name, Contact Number) Put an asterisk next to any client that used Design-Bid-Build		
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

	<b>Douglas Unified School District, #27</b> <b>SOQ References Survey Form</b>		1132 E 12th Street Douglas, AZ 85607
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Top portion is to be completed by the vendor. Bottom portion is to be completed by the past client.

<b>To the attention of:</b>	
<b>Name of client's Company</b>	
<b>Subject: Reference for Project:</b>	
<b>References for (Contractor)</b>	

To Whom It May Concern:

Douglas Unified School District, #27 has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firms.

The company listed above has chosen to participate in this program. They have listed you as a past client that they have provided services for. Both the company and Douglas Unified School District, #27 would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying form.

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

NO.	Criteria	Unit	Score
1	Ability to collaborate with the District to deliver a project that was within budget and on time using Design-Bid-Build method (hard bid)	(1-10)	
2	Firm did a thorough review of schematics, specifications so that change order were very limited or nonexistent	(1-10)	
3	Ability to grasp and understand the needs of your entity and translate them successfully into the project.	(1-10)	
4	Ability to work together to finish on time or ahead of scheduled dates	(1-10)	
5	Ability to keep project site safe and handle rerouting of students/staff and traffic	(1-10)	
6	Close out process (invoicing, no unexpected fees)	(1-10)	
7	Did you receive all your as-built documents	(1-10)	
8	Did you receive training on the "systems" installed?	(1-10)	
9	Overall customer satisfaction based on performance (comfort level in using Firm again)	(1-10)	
	What was the value of the project?	\$	How many sq. ft.?

**Total Points:** \_\_\_\_\_


Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this questionnaire to **Norma Nerio** at [nnerio@douglasschools.org](mailto:nnerio@douglasschools.org) by **Noon, October 13, 2020**.

_____ Signature	_____ Date	_____ Title
_____ Printed Name	_____ *** Company being Surveyed***	

	<b>Douglas Unified School District, #27</b> Attachment B: Certificate of Insurance		1132 E 12th Street Douglas, AZ 85607
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<b>CERTIFICATE OF INSURANCE</b>					
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.					
NAME AND ADDRESS OF INSURANCE AGENCY:		COMPAN Y	COMPANIES AFFORDING COVERAGE:		
		<b>A</b>			
		<b>B</b>			
NAME AND ADDRESS OF INSURED:		<b>C</b>			
		<b>D</b>			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:  PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00  \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
THE GILA INSTITUTE OF TECHNOLOGY SCHOOL DISTRICT IS ADDED AS OR ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED DISTRICT. THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____  <div style="text-align: right;">           AUTHORIZED REPRESENTATIVE         </div>		



	<b>Douglas Unified School District, #27</b> Attachment C: Confidential or Proprietary Information		1132 E 12th Street Douglas, AZ 85607
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All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**Requests to hold the entire offer or price as confidential will result in the Offer being deemed Not Susceptible for Award\*\*\***

**Firm must select one of the following:**

- ☐ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ My response **does** contain trade secret information because it contains information that:
1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
  2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
  3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.**

If the District agrees with the bidder's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.



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


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

\_\_\_\_\_  
Address

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

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


\_\_\_\_\_  
Title

	<b>Douglas Unified School District, #27</b> Attachment D: Amendment Acknowledgement Form		1132 E 12th Street Douglas, AZ 85607
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This form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

Please sign and date below, where appropriate:

Amendment #1 _____	Date _____
Amendment #2 _____	Date _____
Amendment #3 _____	Date _____
Amendment #4 _____	Date _____
Amendment #5 _____	Date _____
Amendment #6 _____	Date _____

	<b>Douglas Unified School District, #27</b> Attachment E: Deviations and Exceptions		1132 E 12th Street Douglas, AZ 85607
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List any deviation or exception for any item listed in this RFQ. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFQ.

The following deviations/exceptions are being submitted for consideration:

Section	Page	Item	Reason for Deviation or Exception



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

	<b>Douglas Unified School District, #27</b> Attachment F: Familial Relationship Disclosure Form		1132 E 12th Street Douglas, AZ 85607
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All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Douglas Unified School District or any employee of Douglas Unified School District.

The undersigned, the owner or authorized officer of \_\_\_\_\_

(the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of DUSD or any employee of DUSD. If such a relationship exists, please explain:

Bidder/Employee	Name Related to:	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



\_\_\_\_\_  
 (Signature of Person Authorized to Sign Offer)

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


Subscribed and sworn to before me


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

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

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

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

	<b>Douglas Unified School District, #27</b> Attachment G: Offer and Acceptance Form		1132 E 12th Street Douglas, AZ 85607
	RFQ: 20-005-21 <b>PROJECT: Select Bidders for New Space at Douglas High School</b>	Page 45 of 48	

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 offer.			
Company Name		For Clarification of this Offer, contact the following person:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
Street Address		E-mail	
			
City		<b>Signature</b> of Person Authorized to Sign Offer	
State	Zip		
		Printed Name of Person Authorized to Sign Offer	
		Title	

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. §15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

*ACCEPTANCE OF OFFER*

The offer 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 Offer as accepted by the School District.


**This contract shall henceforth be referred to as Contract No. 20-005-21 for New Space at Douglas High School.**

The effective date of the Contract is \_\_\_\_\_, 20\_\_\_\_

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

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Authorized signature of the District**

	<b>Douglas Unified School District, #27</b> Attachment H: Non-Collusion Statement		1132 E 12th Street Douglas, AZ 85607
	RFQ: 20-005-21 <b>PROJECT: Select Bidders for New Space at Douglas High School</b>	Page 46 of 48	

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_, affiant,  
 (Print Name of Person Authorized to Sign Offer)  
 the \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Company Name)

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

That such submittal 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 submittal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

That your firm has not provided any gift or other benefit to anyone involved in the procurement of this contract, or who will use this contract. That such behavior is subject to ARS 15-213 (O).




\_\_\_\_\_  
 (Signature of Person Authorized to Sign Offer)  
 \_\_\_\_\_  
 (Title)

Subscribed and sworn to before me

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

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

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

	<b>Douglas Unified School District, #27</b> <b>Attachment I: Request for W-9</b>		1132 E 12th Street Douglas, AZ 85607
	RFQ: 20-005-21 <b>PROJECT: Select Bidders for New Space at Douglas High School</b>	Page 47 of 48	

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type. See Specific instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> 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>
	<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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>6</b> City, state, and ZIP code
<b>7</b> List account number(s) here (optional)		
<b>Requester's name and address (optional)</b>		

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<b>Social security number</b> <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="4"></td><td>-</td><td colspan="2"></td><td>-</td><td colspan="3"></td> </tr> </table> <b>or</b> <b>Employer identification number</b> <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="4"></td><td>-</td><td colspan="6"></td> </tr> </table>															-			-																		-						
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<b>Part II Certification</b> Under penalties of perjury, I certify that:
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  <b>Purpose of Form</b> 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.	<ul style="list-style-type: none"> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  <i>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.</i>
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## SEALED QUALIFICATION PACKAGE

Submitted by:	
Address:	
City, State, Zip:	

RFQ# 20-005-21 Select Bidders for New Space at Douglas High School

Due Date: **October 13, 2020, by 1:00 PM (Mountain Standard Time)**

Douglas Unified School District, #27  
District Office  
1132 E 12th Street  
Douglas, AZ 85607

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