



## Request for Qualifications #20-017-25

**Issue Date:** February 5, 2020

**Material /Service:** Construction Manager at Risk (CMAR) Services for Vail Unified School District No. 20, for Classroom Addition at Vail Inclusive Pre-School (VIP), located at Mica Mountain High School.

**RFQ Due Date:** February 25, 2020

**Time:** 2:00 p.m., Arizona Time

**Opening Location:** Vail Education Center/Calvin Baker Leadership Center  
Attention: Tori Gamble, Purchasing Department  
13801 E. Benson Highway, Suite B  
Vail, Arizona 85641

The District is requesting statements of qualifications for RFQ 20-017-25 Construction Manager at Risk (CMAR) Services for Vail Unified School District No. 20 for Vail Inclusive Preschool (VIP) Classroom Addition at the new Mica Mountain High School/VIP campus located at 10800 E. Valencia Road, Tucson, Arizona 85747. The District's budget for construction of the Project is anticipated to be \$ 1,980,000 for 8,800 square feet of classrooms and supporting functions for the Vail Inclusive Preschool (VIP) at the new Mica Mountain High School/VIP campus. Contractors should be aware that maintenance of the Project Schedule as identified under Project Description is of utmost importance to the District. This proposal shall include pre-construction services required to assist the Architect in the production of construction drawings and provide construction manager at risk services to construct the Project.

The District will require the selected firm to be able to proceed with required services within five (5) days after award of the Contract and that a Project Manager, acceptable to the District, be assigned to the District's Project.

The successful contractor shall enter into a single Construction Management Contract for Pre-Construction Services between the District and Contractor. The District may contract with contractor for construction services if the contractor provides an acceptable guaranteed maximum price to District. The District is not required to obtain permits or pay permit fees pursuant to the provisions of A.R.S. 34-461(D) and (G).

Offers must be submitted in a sealed envelope/package with the RFQ number and Offer's name and address clearly indicated on the package. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein. Sealed statements of qualifications shall be addressed to Vail Unified School District No. 20, and will be received until 2:00 p.m., February 25, 2020, at the District Office, 13801 E. Benson Highway, Suite B, Vail, Arizona 85641.

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Offers for the material or services specified will be received by the Vail Unified School District No. 20, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered. **If you need directions to our office**, please call (520) 879-2000.

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

**All questions regarding this Request for Qualifications shall be directed in writing, via email, to:**

**Tori Gamble, Procurement Analyst**  
**Email: [gamblet@vailschooldistrict.org](mailto:gamblet@vailschooldistrict.org)**

## TABLE OF CONTENTS

Uniform Instruction to Offerors .....	3
Uniform General Terms and Conditions .....	8
Special Terms and Conditions .....	16
Scope of Work .....	18
Evaluation Criteria .....	19
Offer Requirements .....	21
Offer and Acceptance Form .....	22
Non-Collusion Statement .....	23
Deviations and Exceptions Form .....	24
Confidential and Proprietary Proposals Form.....	25
Conflict of Interest Form.....	26
Asbestos and Hazardous Materials Statement .....	27
Vail Vendor Application.....	28
W-9 .....	29
Address Label (Attached) .....	30
Construction Management Contract Between Owner and Contractor.....	Attachment
Contract and General Conditions Between Owner and Contractor .....	Attachment
PDF Floor Plan Diagram .....	Attachment
Federal Requirements .....	Attachment

## CALENDAR

Solicitation Issued.....	Wednesday, February 05, 2020
Last Day for Questions .....	10:00 a.m. Arizona Time; Wednesday, February 18, 2020
Solicitation Due Date.....	2:00 p.m. Arizona Time; Wednesday, February 25, 2020
Evaluation Period.....	Thursday, February 27, 2020 – Monday, March 02, 2020
Interviews (if required) .....	Tuesday, March 03, 2020
Recommendation to Governing Board.....	Tuesday, March 10, 2020

## DOCUMENTS REFERENCED

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

- Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.
- The Arizona School District Procurement Rules in the Arizona Administrative Code 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: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## UNIFORM INSTRUCTIONS TO OFFERORS

**1. Definition of Terms** in addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** 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 (Addenda) 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. **“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.
- H. **“Offeror”** means a vendor who responds to an Offer, proposal or quotation.
- I. **“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 Offer.
- J. **“Responsive Offeror”** means the offeror who submits an Offer that conforms in all material respects to this Request for Qualifications, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- K. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

## 2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. 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 inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that 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 or Addendum. An Offeror may not rely on verbal responses to inquiries.

- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- 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 or Addendum.
- 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.

All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the solicitation, or result in rejection of the offer.

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum 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 Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer. **It is the responsibility of the Offeror to check with the District prior to submitting an Offer to verify if an Amendment has been issued.**
- 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 as 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. Addenda/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
- 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 Offer Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest Offer; 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 **shall** be rejected.
- E. Offer Acceptance Period. An Offeror submitting a response under this Solicitation shall hold its Offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, 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

The District reserves the right to reject any or all statements of qualifications and to waive all informalities. A protest concerning this RFQ shall be filed in writing with the District Representative, Calvin Baker, Superintendent. Protests 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.

- a. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of 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) The name, addresses, and telephone number of the protester;
  - b) The signature of the protester or its representative;
  - c) Identification of the purchasing agency and the Solicitation or Contract number;
  - d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - e) The form of relief requested.

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. Contract Interpretation

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

### 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. 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.

- 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.

### 3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District 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.
  - 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.

### 4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the 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 Vail Unified School District No. 20 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

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 one year 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 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 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. 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 Contractor or a representative of the Contractor 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 Contractor.

**C. 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.

**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 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 re-procuring 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 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. Scrutinized Business Operations**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

### **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 the Vail School District.

### **15. 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.

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.

### **16. Clarifications/Discussions**

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

### **17. Confidential Information**

Confidential information request: If Offeror believes that its Offer 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 Offer, 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.

### **18. Prohibition of Reprisals**

The Vail School District 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 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.

## SPECIAL TERMS AND CONDITIONS

### 1. Insurance and Safety

#### A. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFQ. Contractor 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 and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "Vail Unified School District No. 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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) \$1,000,000. The policy shall be endorsed to include the following additional insured language: "Vail Unified School District No. 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

##### 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

##### 4. Property Insurance

Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

A. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### B. 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.

## 2. Evaluation

Responses will be initially evaluated for conforming to the requirements of the RFQ. Representatives from the District will evaluate the proposals and determine which proposals are acceptable and which are unacceptable for further consideration. The evaluation criteria are listed below:

1. Project Approach
2. Firm Qualifications
- 3 Experience
4. Financial and Claim Information

## 3. Selection

The District shall award a contract, if at all, in accordance with the provisions of AAC R7-2-1110. The District selection committee will review all the Statement of Qualifications received and will have the option to select all, or select a short list; based upon the Statement of Qualifications received. The District anticipates that the evaluation of Statement of Qualifications for determining the final list will be completed on or about Monday, March 2, 2020. The District may conduct interviews with the firms; if required. The District shall rate the firms based upon the evaluation criteria set forth in this Request for Qualifications. The selection committee shall rank the firms and recommend the highest qualified firm to the Governing Board based upon the Statement of Qualification and interview response to the evaluation criteria set forth below. The Governing Board shall determine the highest qualified firm and shall authorize the District administration to negotiate compensation, including fee for construction of the Project, general conditions to be charged during construction and fee for pre-construction services, as well as other contract terms that the District determines to be fair and reasonable. If for any reason, in the sole determination of the District, the District is unable to negotiate a satisfactory contract with the highest qualified firm, the District may then enter into negotiations with the second highest qualified firm or initiate a new Request for Qualifications.

No offeror may withdraw its proposal until forty-five (45) days after the deadline for submission of proposals.

## 4. Terms of Award

It is the intent of the District to award a single contract. This contract will consist of CMAR services for the VIP Classroom Addition at the new Mica Mountain High School (“Project”).

## 5. Billing

All billing notices must be sent to the District’s Accounts Payable Department, **PO Box 800, Vail, AZ 85641**. All invoices shall identify the specific item(s) being billed, purchase order number, and solicitation number.

## 6. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. After initial contract term and prior to any contract renewal, the Vail Unified School District No. 20 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Vail Unified School District No. 20.

## 7. Request for Qualifications Questions

Offerors who have questions about this RFQ are required to submit their questions in writing to the District Procurement Analyst. All questions must be submitted by February 18, 2020 at 10:00 am local time. Responses will



be addressed in an Addendum to the RFQ if necessary. Addendums must be acknowledged where designated in the solicitation. The purpose of the Addendum is to clarify, if necessary, the terms of this Request for Qualifications, or if in doubt as to their meeting, such matters should be addressed in writing. Phone calls with questions or requests for information regarding this Request for Qualifications shall not be accepted. Oral statements or instructions will not constitute an amendment to this Request for Qualifications. Please submit any question or discrepancies to Tori Gamble, Procurement Analyst [gamblet@vailschooldistrict.org](mailto:gamblet@vailschooldistrict.org). We recommend Offerors request a delivery and read receipt for all e-mails sent to the District regarding this Request for Qualifications.

## **8. Project Funding**

The funding for this project is a combination of School Facilities Board funds, Vail Unified School District Bonds funds, and/or District Capital funds.

## **9. Compliance with Federal and State Requirements:**

Vendor shall affirm and acknowledge the attached form titled "Federal Requirements". Failure to submit completed forms may deem your bid non-responsive, and the bid may not be accepted.

## **SCOPE OF WORK**

Vail Unified School District No. 20 invites qualified firms to submit qualifications for the provision of CMAR services in connection with the following:

1. Review design documents and specifications and provide suggestions and assistance to reduce costs, improve constructability and provide recommendations regarding selection of systems and specifications of manufacturers and suppliers.
2. Prepare and submit to the District a Guaranteed Maximum Price for the Project based upon 90% Construction Documents or at a time most advantageous for the District.
3. Attendance at bid openings, analysis of subcontractor proposals and preparation of results.
4. Contract with subcontractors and accomplish construction of the Project.
5. Preparation and submittal of all closeout materials and record drawings to the District.
6. Attend community, staff and Governing Board meetings and functions related to the Project.
7. Provide warranty work during the two-year warranty period.
8. The successful proposer shall enter into a Construction Management Contract Between Owner and Contractor in a form similar to the Contract attached.
9. Construction Manager shall enter into a Contract and General Conditions with Guaranteed Maximum Price (GMP) upon acceptance of the GMP by the District in the form substantially similar to the attached document. District reserves the right to reject the GMP and terminate the Construction Manager. In such circumstance, District shall pay Construction Manager for services provided prior to termination, including the cost of preparing the GMP.

## **PROJECT DESCRIPTION**

The project will consist of the construction of approximately 8,800 square feet for classrooms and supporting functions for the Vail Inclusive Preschool (VIP) at the new Mica Mountain High School/VIP campus.

The construction of the campus is currently underway with the planned opening in July, 2020. Coordination with the Mica Mountain High School/VIP contractors, CORE/Concord, will be required.

Construction is anticipated to begin June 1, 2020 and be completed by December 1, 2020.

Contractor must be able to perform all functions to manage the complete construction of the new school.

## EVALUATION CRITERIA

The selection of the highest qualified firm shall be based upon the following evaluation criteria stated below and as set forth below:

1. Project Approach (25%)

- A. Describe how you propose to accomplish the following tasks: review Owner's scope of work and budget, review design documents and provide recommendations for cost savings and improved constructability.
- B. Submit proposed ideas to minimize the costs and reduce the time to construct this Project.
- C. Discuss method of approach for Project construction, closeout and submission to the District of closeout documents.
- D. State your firm's proposal to achieve completion of this Project in accordance with the District's Schedule.
- E. Submit your procedure to implement a subcontractor selection plan based upon weighting of subcontractor proposals 20% for qualifications and 80% price.
- F. Describe your firm's safety program.

2. Firm Qualifications (25%)

- A. Describe your firm's history of meeting established schedules and deadlines.
- B. Describe your firm's or your firm's principals' history of maintaining the established project budget. State your history of variance between budgets and bid or GMP costs. State your average percentage of costs for change orders.
- C. Identify key personnel and staff who would be assigned to the Project and provide resumes.
- D. Provide a statement of your firm's current workload, including a list of all projects, percent complete, contract amount and projected completion dates.

3. Experience (40%)

- A. Select five (5) most recent projects which are similar to this Scope of Work that you believe best represents your firm's experience and provide the following information about each project:
  - 1. Location of the building project and name, address and telephone number of owner.
  - 2. Construction commencement and completion dates, cost estimate versus bid prices and cost of change orders.
  - 3. Architect name, address and telephone number.
  - 4. If construction time extensions were granted, explain the circumstances requiring the extensions.
- B. Provide a statement describing your firm's experience with compliance with Davis Bacon Act requirements and Arizona School Facilities Board reporting requirements.

4. Financial and Claim Information (10%)

1. State your firm's total bonding capacity and the currently available capacity. Provide the name of your bonding company.
2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.
3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.
4. List any Registrar of Contractors complaints brought against your firm within the last three (3) years which have resulted in the issuance of a corrective work order or other administrative order (other than a dismissal).
5. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?
6. Provide a statement of insurance carried by your firm.

## OFFER REQUIREMENTS

**Eight (8) sealed copies of your Offer, (1) original and (7) copies, must be submitted. A digital copy (USB) is also required.** The Vail Unified School District No. 20 will not assume responsibility for any costs related to the preparation or submission of the Offer. In order for your Offer to be considered, the following should be included and should be referenced with *index tabs*:

- Tab 1** Brief overview of the firm, to include the contact information of the owner and dedicated representative for the contract.
- Tab 2** Describe the firms Method of Approach, Qualifications, and Experience.
- Tab 3** Financial and Claim Information.
- Tab 4** Addendum Acknowledgment Form(s), if applicable
  - Offer and Acceptance Form
  - Non-collusion Affidavit
  - Deviations and Exceptions
  - Confidential and Proprietary Proposals
- Tab 5** Vendor Application
  - IRS Form W-9
  - Certificate of Insurance

**OFFER AND ACCEPTANCE**

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.

AZ Tax ID: \_\_\_\_\_  
Federal Employer Tax ID: \_\_\_\_\_  
Tax Rate: \_\_\_\_\_ %  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State Zip

For clarification of this offer, contact:  
Representative: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer  
\_\_\_\_\_  
Printed Name, Title

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465 et. seq.
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 complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with ARS §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with ARS §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with ARS §35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with ARS §15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this proposal, 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 proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
11. In accordance with A.R.S. §§ 35-393, the offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**ACCEPTANCE OF OFFER**

The Proposal is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Proposal as accepted by the School District/Public Entity. This contract shall henceforth be referred to as **RFQ 20-017-25**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

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

\_\_\_\_\_  
Michelle Quiroz, Director of Finance

**NON-COLLUSION AFFIDAVIT**

State of )  
 )  
County of ) ss.

\_\_\_\_\_, affiant,  
(Name)

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

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

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

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induces or solicited any other Offeror to put in a sham Offer, 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.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

for the County of

\_\_\_\_\_

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

**DEVIATIONS AND EXCEPTIONS**

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe – attach additional pages if needed)

---

\_\_\_\_\_  
Firm

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



**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittals (mark one):

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

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.

---

\_\_\_\_\_  
Firm

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

**CONFLICT OF INTEREST**

The undersigned, the owner or authorized officer of \_\_\_\_\_  
(the "Firm"), Hereby represent and warrant 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  
Vail Unified School District, Superintendent of the Vail Unified School District, any employee of the  
Vail Unified School District, or any employee of Swaim Associates.

\_\_\_\_\_ YES \_\_\_\_\_ NO

If NO, disclose relationship(s) below:

---

---

---

---

Company Name (Print)

---

Company Representative (Print)

---

Authorized Signature

---

Date

VAIL UNIFIED SCHOOL DISTRICT #20  
GENERAL NOTIFICATION  
ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

**PLEASE RETURN THIS SIGNED FORM ALONG WITH YOUR REQUEST FOR QUALIFICATIONS.**

**ATTENTION:** Architects, Engineers, Consultants, Contractors, Sub- contractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Vail Unified School District No. 20. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. Solder and paint with any amount of lead is no longer authorized, and will not be used in any District project.

**HOLD HARMLESS:**

Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and will comply.

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

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Typed Printed Name/Position Held with Company

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number



# VENDOR APPLICATION

Please provide all information that applies.  
**Submit this form with a signed copy of your W9.**  
*The vendor is responsible to contact VUSD with any updates or changes.  
 Questions? Contact Purchasing Analyst, Tori Gamble at (520) 879-2028.*

**COMPLETE AND RETURN TO:**  
[purchasing@vailschooldistrict.org](mailto:purchasing@vailschooldistrict.org)  
 Vail Unified School District No. 20  
 Purchasing Department  
 13801 E Benson Highway  
 Vail, AZ 85641

## VENDOR DISCLOSURES: (Required)

Yes\*  No Are you an employee for VUSD.  
 Yes\*  No Are you a relative of a VUSD employee? If yes, who? \_\_\_\_\_  
 \*If yes is answered to either question above a conflict of interest form must be on file.

## GENERAL VENDOR INFORMATION

Name of Business: \_\_\_\_\_  
 DBA (if applicable): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Main Business Phone #: \_\_\_\_\_ Website: \_\_\_\_\_  
 Federal Tax ID or SSN #: \_\_\_\_\_ DUNS No. #: \_\_\_\_\_  
 Tax Classification:  Individual Sole Proprietorship  Corporation  LLC (C)  LLC (S)  LLC (P)  Non-Profit

## PURCHASE ORDER INFORMATION

Does Your Organization Accept Purchase Orders:  Yes\*  No \*By indicating YES, vendor agrees to Net 30 terms and understands payment will not be issued until services/goods are received, and an invoice is provided to the VUSD Accounts Payable Department.  
 Business Name on Purchase Orders: \_\_\_\_\_  
 Address on Purchase Order: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Vendor Order Phone #: \_\_\_\_\_  
 Vendor Order Email: \_\_\_\_\_

## PAYMENT AND INVOICE INFORMATION

Pay to the Order of: \_\_\_\_\_  
 Remittance Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Accounting Contact: \_\_\_\_\_ Accounting Phone: \_\_\_\_\_  
 Accounting Email: \_\_\_\_\_

## USE TAX DETERMINATION

Do you have an Arizona Transaction Privilege Tax License?  Yes  No  
 ( If Yes, #: \_\_\_\_\_ )  
 Does your organization have a physical Arizona Location?  Yes  No  
 Does your organization provide goods, services, or both?  Goods  Services  Both

## COOPERATIVE PURCHASING:

*(Check all that apply and indicate award number for each contract)*

Mohave # \_\_\_\_\_  City of Tucson # \_\_\_\_\_  S.A.V.E. # \_\_\_\_\_  NJPA # \_\_\_\_\_  
 State of Arizona # \_\_\_\_\_  US Communities # \_\_\_\_\_  National IPA # \_\_\_\_\_  
 NCPA # \_\_\_\_\_  IGPA # \_\_\_\_\_  Partners Choice # \_\_\_\_\_  Other # \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><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.</p> <p> <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) ▶ _____         </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. _____ (name and address (optional))</p> <p><b>6</b> City, state, and ZIP code _____</p> <p><b>7</b> List account number(s) here (optional) _____</p>
--	---

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

Enter your TIN in the appropriate box. The TIN provided must be used for backup withholding. For individuals, this is generally your social security number (SSN) for a resident alien, sole proprietor, or disregarded entity, see instructions. For other entities, it is your employer identification number (EIN) or other TIN, later.

**Note:** If the account is in more than one name, enter the TIN for the account. See What Name and Number To Give the Requester for guidelines.

<b>Social security number</b>	<b>Employer identification number</b>																																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td></tr> <tr><td colspan="10" style="text-align: center;">-</td><td colspan="10" style="text-align: center;">-</td></tr> </table>																				-										-										<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td></tr> <tr><td colspan="10" style="text-align: center;">-</td><td colspan="10" style="text-align: center;">-</td></tr> </table>																					-										-									
-										-																																																																						
-										-																																																																						

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

Copy - original can be downloaded at  
[www.vailschooldistrict.org](http://www.vailschooldistrict.org)  
 under the Finance Tab.

Use the checklist below to ensure you have the required items included in your Offer.

- \_\_\_\_\_ Offer, one (1) original copy to include:
  - \_\_\_\_\_ Addendum Acknowledgement(s); if applicable
  - \_\_\_\_\_ Appendixes
  - \_\_\_\_\_ Offer and Acceptance Form
  - \_\_\_\_\_ Non Collusion Affidavit
  - \_\_\_\_\_ Deviations and Exceptions
  - \_\_\_\_\_ Confidential and Proprietary Proposals
  - \_\_\_\_\_ Vendor Application
  - \_\_\_\_\_ IRS Form W9
  - \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Seven (7) reproductions/copies of original offer
- \_\_\_\_\_ Digital USB Copy, one (1)

**Attach the label below to the front of your offer container**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR OFFER CONTAINER

---

## **SEALED OFFER**

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

**Submitted by**

Company Name:

Address:

City, State, Zip:

Deliver to:

**Attn: Tori Gamble, Procurement Analyst  
Vail Unified School District No. 20  
13801 E. Benson Hwy. Suite B  
Vail, AZ 85641**

RFQ# 20-017-25 Construction Manager at Risk (CMAR) Services for Vail Unified School District No. 20, for Classroom Addition at Vail Inclusive Pre-School (VIP), located at Mica Mountain High School

**Opening Date: February 25, 2020 at 2:00 p.m. Local AZ Time\***

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

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR OFFER CONTAINER

---

RFQ 20-017-25 Construction Manager at Risk (CMAR) Services for Vail Unified School District No. 20, for Classroom Addition at Vail Inclusive Pre-School (VIP), located at Mica Mountain High School