



Vail Unified School District No. 20
Request for Qualifications
#22-001-27

Issue Date: March 24, 2021

Material /Service: Architectural Services

RFQ Due Date: April 16, 2021 **Time:** 2:00 p.m., Arizona Time

Opening Location: Calvin Baker Leadership Center
Vail Unified School District 20
Attention: Tori Gamble, Purchasing Department
13801 E. Benson Highway, Suite B
Vail, Arizona 85641

The District requests qualified firms to submit statement of qualifications in the field of professional architecture services. The information gathered will be used to establish a list of qualified architects for potential projects in the upcoming fiscal year. As provided under Arizona Administrative Code R7-2-1122 this RFQ request is for Professional Services by an Architect or Architect Firm and the contract amount is \$250,000, or less, per project. The District will require a principal of the firm selected be assigned to the District's Project. Discussions for projects anticipated to start July 01, 2021, or after, may begin within (2) weeks after the award of the contract.

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., April 16, 2021**, at the Calvin Baker Leadership Center, 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.

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

Tori Gamble, Procurement Analyst
Email: gamblet@vailschooldistrict.org

Copy: Jerry Wood, Director of Facilities
Email: woodj@vailschooldistrict.org

Verbal inquiries will not be answered.

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CALENDAR

Solicitation Issued.....	Wednesday, March 24, 2021
Last Day for Questions	10:00 a.m. Arizona Time; Friday, April 09, 2021
Solicitation Due Date.....	Friday, April 16, 2021
Evaluation Period	Monday, April 19, 2021 –Friday, April 23, 2021
Interviews*	Wednesday, April 28, 2021 – Monday, May 03, 2021
Recommendation to Governing Board	Tuesday, May 11, 2021

*If interviews are necessary, the top three (3) to five (5) qualifying vendors will be contacted to schedule interviews no later than the end of business day Friday, April 23, 2021. Interviews will be held between the dates of Wednesday, April 28, 2021 and Monday, May 03, 2021; depending on the evaluation committee’s availability. Vendor’s will need to be available this week for potential interviews.

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

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 may result in rejection of the Offer. **It is the responsibility of the Offeror to check www.azpurchasing.org 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. Late Offers. An offer submitted after the exact Offer due date and exact time **shall** be rejected.
- B. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity **shall** be rejected.
- C. 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).

- D. 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.
- E. 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, John Carruth, 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 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) 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.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company that is engaged 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

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

B. Discussions. After initial receipt of statements of qualifications, the School District/Public Entity reserves the right to conduct discussions with Offerors whose statements of qualifications are determined to be reasonably

susceptible of being selected for the short list of vendors to receive the Request for Proposal. Discussions occur when oral or written communications between the School District/Public Entity and the Offeror are conducted for the purpose of clarification and to ensure complete understanding of the statement of qualifications, the proposed contract, and/or relative methods of approach for providing the specified construction services. The School District/Public Entity will not help the Offeror bring its statement of qualifications up to the level of other such statements through discussions. During any discussions, the District will not provide any information about other Offerors statements of qualifications.

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.

19. Request for Qualifications Questions

Offerors who have questions about this RFQ are required to submit their questions in writing to Tori Gamble, Procurement Analyst, and copy the Director of Facilities, Jerry Wood. All questions must be submitted by April 09, 2021 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.

SPECIAL TERMS AND CONDITIONS

1. Offeror Required Contract/Agreement

If the Offeror will require the School District/Public Entity to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.

2. Contract Term

The contract term shall be for one year, effective upon vendor contract acceptance; unless terminated, canceled or extended as otherwise provided herein.

3. Contract Extension

The Vail Unified School District No. 20 anticipates awarding a one-year contract, effective upon vendor contract acceptance. If all conditions are met during this period of time, this contract has the option to renew annually up to four (4) consecutive years thereafter.

4. 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.

1. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 - b. 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.

5. Contract Cancellation

This contract is subject to cancellation pursuant to A.R.S. §38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:

- a. The Contractor provides goods/services that does not meet the specification of the contract;
- b. The Contractor fails to adequately perform the scope of work set forth in the specifications of the contract;
- c. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- d. The Contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.
- d. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond; or
 - iii. Any combination of the above or any other remedies as provided by law.

6. 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 in relative order of importance.

1. Experience and Expertise of Firm
2. Qualifications and Expertise of Personnel
3. Method of Approach
4. Organizational Strength
5. Responsiveness

7. Selection

Firms will be ranked based upon their response to the criteria listed in the Request for Qualifications which best meet the District's requirements. A final list of firms will be selected, from which a final list of the most highly qualified firms will be determined by the District based upon the evaluation criteria set forth above. Interviews **may** be conducted with the three (3) to five (5) highest scoring firms. Evaluation criteria for the interviews and final determination of the highest qualified firm shall be the criteria set forth in this RFQ, unless the District elects to add additional criteria for the interviews and final determination. In such case, the firms selected for interviews shall be advised of any additional evaluation criteria at least five days prior to the interviews. If five (5) or less responses are received the District reserves the right to select all responding firms for the finals list.

8. Terms of Award

It is the intent of the District to award this contract to multiple vendors. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the Districts.

Contracts for specific projects will be awarded after project scopes are established. The Director of Facilities will work with each firm regarding the scope of work, the firm's availability, and the duration of the project. The District reserves the right to select any of the awarded firms based on their fit for a specific project.

9. Billing

All billing notices **shall** be sent to the District's Accounts Payable as shown on the Purchase Orders. All invoices shall identify the specific item(s) being billed. Invoices must breakdown the costs for each service/part. Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions

Invoices are to be mailed to:

**Vail Unified School District No. 20
Attn: Accounts Payable
13801 E Benson Highway, Ste B.
Vail, AZ 85641**

All invoices shall identify the specific item(s) being billed, Purchase Order number, and solicitation number.

10. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

11. Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

The offeror agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Vail Unified School District #20.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the Vail Unified School District #20 and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications

12. Offeror's Employees

Offeror agrees that the individuals provided to the District on a temporary basis are the Offeror's, not the District's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that the Offeror and any employees working for the Offeror are the sole responsibility of the Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide the Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with the Offeror.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes 15-512 and/or 15-534, as applicable. At any time, the District will have access to and receive copies of the results of the Offeror's drug/alcohol test or fingerprint/reference/background checks. At any time, and for any reason, the District may request or reject any of the Offeror's employees. Offeror agrees to comply with the District's rules, regulations, and policies, as the District may modify from time to time.

No one except authorized employees of the Contractor is allowed on the premises of the Vail Unified School District. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of the employee from District buildings. It shall be a requirement of the Contractor to have all staff performing work at the District sites pass security screening.

13. Removal of Contractor's Employees

The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The District may require that the Contractor remove from the job covered by this contract any employee who endangers

persons or property, or whose continued employment under this contract is inconsistent with the interest of the Vail Unified School District No. 20

14. Contract Compliance Monitoring

The Director of Facilities shall monitor the firm's compliance with, and performance under, the terms and conditions of the Contract. The firm shall make available for inspection and/or copying by the District all records and accounts relating to the work performed under this Contract.

15. Work Schedule

Services shall be scheduled and performed as required to meet the scope of work

16. Equipment and Supplies

The District will not be responsible to furnish any equipment, materials and/or supplies necessary to properly perform the requirements under this contract and the scope of work.

17. Indemnity

Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.

18. Compliance with Laws and Regulations

All services rendered by the Offeror and its employees and/or subcontractors under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted by or required by any federal, state, city or town governmental agency. Offeror shall obtain all necessary permits and licenses required.

19. Authority

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

20. Additions/Deletions of Service

The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

COMPLIANCE WITH FEDERAL REQUIREMENTS

When a District expends Federal funds for any contract resulting from this procurement process certain certifications and provisions are required. Accordingly, the parties must agree that the terms and conditions within the Federal Funds Acknowledgment Form applies to the Contract between the District and the awarded Vendor(s) in all situations where the vendor(s) have been paid, or will be paid, with federal funds. Vendor shall affirm and acknowledge the attached form titled "Federal Funds Acknowledgment Form". Failure to submit completed forms may deem your bid non-responsive, and the bid may not be accepted. Note that although all items shall be acknowledged on the Federal Funds Acknowledgment Form, items one and two apply specifically to Food Service Program purchases utilizing Food Service Funds.

1. Program Regulations

Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

2. Buy American Provision

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

3. Small Business, Minority-Owned Firms, And Women's Business Enterprises

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of SMWBE.

4. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

5. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000).

6. Certificate of Independent Price Determination

Offeror agrees that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

7. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

8. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

9. Contract Work Hours and Safety Standard Act

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

11. Energy Policy and Conservation Act

Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

12. Equal Employment Opportunity

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

13. Record Keeping

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

14. Invoicing

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, Contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor’s actual, net allowable costs. 7CFR§210.21 (f)(2)

15. Termination Clause

The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)

SCOPE OF WORK

1. Purpose

The purpose of this Request For Qualification (RFQ) is to establish master contracts with two (2) to three (3) qualified firms for Architectural Services. Contracts for specific projects will be awarded after project scopes are established. The Director of Facilities will work with each firm regarding the scope of work, the firm's availability, and the duration of the project. The District reserves the right to select any of the awarded firms based on their fit for a specific project. The initial term of the master contract will be for one (1) year with the potential of four (4) consecutive one-year extensions. As provided under Arizona Administrative Code R7-2-1122 these RFQ request is for Professional Services by an Architect or Architect Firm and the contract amount is \$250,000 or less, per project.

2. General Information – Types of Projects

The District is currently involved in several continuing efforts to make larger improvement and upgrades to District facilities including schools and support facilities. In many cases the support of professional architectural services is needed to research, develop and oversee these projects including the contracting for and oversight of supporting consulting services. The following project types are examples of the projects that will require Architectural Services. The fees for individual projects under this solicitation shall not exceed \$250,000:

- Large additions to existing facilities.
- New stand-alone facilities such as special purpose classrooms, laboratory classrooms, libraries, auditoriums, and food service facilities
- New stand-alone facilities such as warehouses, maintenance facilities, bus barns, offices, and storage facilities
- Tenant improvements and building renovations; typical remodel, interior/exterior painting, carpeting, flooring, gym floors, door hardware, building systems upgrades, repairs, alterations to facilities, code corrective work or upgrades
- Energy and utility cost control projects: HVAC upgrades, irrigation system upgrades, lighting replacements, etc.
- Roof renovations and replacements.
- Site renovations; play fields, playground equipment, landscape improvements, parking lots, hardscapes, play courts.

3. Scope of Work - Basic Services, including but not limited to:

- Site Selection Assistance
- Building Programming
- Preliminary Design
- Architectural Drawings and Specifications
- Bidding and/or Negotiations
- Construction Administration
- Project Close-Out and Warranty Walk-Thru
- Civil Engineering
- Storm Water Management Plan
- Drainage Summary
- Structural Design
- Landscaping Design
- Mechanical Design
- Plumbing Design
- Fire Protection Design
- Electrical Design

4. **Scope of Work - Additional Services** (if required)

- Food Service Consultant
- Acoustical Consultant
- Demographics Services
- Long-Term Planning
- Records Maintenance
- Special Structural Inspection
- Soils Report
- Survey
- Reports to School Facility Board
- Architectural Renderings
- Title Reports
- Street Light Design
- Fire Line Extension Plans
- Record Drawings
- Master Planning
- Bond Planning Consulting

5. **Scope of Services**

Architectural services and requirements include, but are not necessarily limited to the following:

- A. Preparation of complete contract documents and contract administration for the entire length of any given project including successful completion and acceptance by the Vail Unified School District #20.
- B. All work necessary for completion of all projects shall be in accordance with applicable provisions of building codes adopted in the jurisdiction in which the project is located, including all subsequent modifications and supplements and all requirements as specified by the Americans with Disabilities Act (ADA).
- C. Architect shall attend, when requested by Owner, meetings of the governing body of Owner for the purpose of discussing the schematics, drawings, cost estimates or construction of the Project.
- D. Architect shall provide appropriate engineering consulting services (i.e. mechanical, electrical, plumbing, civil, landscape, etc.). However, the Vail Unified School District #20 reserves the right to approve or disapprove any consultant to be utilized.
- E. The Vail Unified School District #20 has the right to select from a variety of construction procurement options including Design/Bid/Build, Construction Manager at Risk, Job Order Contracting, or Qualification Select Bidder List. The role of the architect and the scope of services required by the Vail Unified School District #20 will be consistent no matter the procurement option selected.
- F. Under the Construction Manager at Risk option, the architect shall be responsible to cooperate with the selected Contractor in its performance of pre-construction services. Pre-construction services shall be a cooperative process that will include the sharing of programming notes, budget development, estimating, scheduling, constructability analysis, etc.
- G. In the event the Vail Unified School District #20 elects to use an alternative delivery method for construction services, such as CM@Risk or Job Order Contracting, it is understood that the architect will assist and support the selected contractor in developing detailed cost estimates and performance schedules. If the Vail Unified School District #20 chooses to use the traditional hard bid or qualified select bidder's list method, the architect will assume the cost estimating and performance schedule functions.

- H. Architect shall be responsible to ensure that a Schematic Design Study and other documents are provided to the Vail Unified School District #20 for approval. Architect shall prepare such documents and drawings which shall include individual floor plans, appropriate elevations and sections, mechanical concepts, a list of materials to be used, and other items relevant to the illustration of the scale in relationship to Project Components.
- I. Architect is responsible for preparing a Statement of Probable Construction Costs based on current area, volume or other unit costs.
- J. Upon approval of schematic drawings by the Vail Unified School District #20, the Architect shall prepare design of preliminary documents consisting of preliminary drawings and specifications for approval by the Vail Unified School District #20. The Architect shall submit to the Vail Unified School District #20, a further statement of probable project cost and budget.
- K. The Architectural firm shall be responsible for obtaining all necessary permits to conform to all requirements. All permit fees will be considered a reimbursable expense (at cost) to the Architectural firm. The District is not required to obtain local building permits. The Architect shall perform all inspections required by local building codes.
- L. It is Architect's affirmative obligation, as Owner's agent for the sole purpose of doing so, to advise and consult with Owner and enforce Owner's rights under the Contract during the Construction Administration Phase. Owner shall have the right, but not the obligation, to issue instructions to the Contractor through Architect.
- M. The Architectural firm shall be responsible for reviewing schedules; keeping the Vail Unified School District #20 informed of the progress of the work and reviewing shop drawings and other required submittals; reviewing and approving materials, equipment, and tests; maintaining accounts of the work including the issuance of change orders at the direction of the Owner; reviewing and approving contractor's application for payment; providing on-site inspection and observation of the work on a consistent basis as needed; preparation of all close-out materials for submittal to the Vail Unified School District #20; and providing warranty evaluation on a quarterly basis.
- N. The Architect shall conduct and/or attend meetings to discuss schematic, preliminary and working drawings, pre-construction conferences, weekly construction meetings with contractors and governing body meetings as required by the Vail Unified School District #20. The Architect shall provide the Vail Unified School District #20 with meeting minutes as required by the Vail Unified School District #20.
- O. Upon completion of construction, Architect shall cause to be delivered to Owner a certificate of occupancy and a complete set of "as-built" drawings which shall include all architectural, structural, mechanical and electrical changes.

6. Master Agreement Between the Vail Unified School District #20 And Architect

The Master Agreement Between the Vail Unified School District #20 and Architect, the Contract Amendment to the Master Agreement executed by the district and Architect, this Request for Qualifications (RFQ) document, and the firm's response, will become the controlling contract documents for this procurement.

The Vail Unified School District #20 shall provide the Master Agreement between the Vail Unified School District #20 and Architect to all firms on the final lists for review before negotiations begin. The firm's acceptance of this Agreement shall be required prior to commencement of the negotiations. The Project Specific Contract Amendment provided by the district and Architect shall include the following information:

1. An agreed upon Scope of Work between the Vail Unified School District #20 and Architect
2. Compensation from the negotiated fee schedule
3. Additional Services, if applicable
4. Basic Projected Architectural Schedule
5. Reimbursable Expenses – this shall be a "not to exceed" dollar amount
6. Allocated Amount for Construction of Project

EVALUATION PROCESS

1. Evaluation Overview

A. RFQ Process

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in Section III and IV. The selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process.

Vail intends to enter into master contracts with no less than two (2) and no more than three (3) architectural firms. Project specific contract amendments will be entered into between the firm determined to be the highest qualified for each specific project and the District.

B. Interviews

Interviews may be held at the District's discretion. The three (3) to five (5) highest ranking vendors will be contacted if interviews are necessary.

C. Final Lists

In determining the firms to be on the final lists, and in determining the order on the final lists, the selection committee shall use and consider only the criteria and weighting of criteria in the request for qualifications. No other factors or criteria may be used in the evaluation, determinations and other actions.

The Vail Unified School District #20 will notify the highest-ranking firms as to the status on the final list before award of master contracts. Additionally, the Vail Unified School District #20 will notify those firms that did not make any of the final list.

D. Negotiations

Negotiations for specific projects shall include consideration of compensation and other contract terms that the Vail Unified School District #20 determines to be fair and reasonable. In making this determination, the Vail Unified School District #20 shall consider the estimated value, the scope, the complexity and the nature of the Architectural Services to be rendered.

The fee schedule shall take into consideration the complexity of the work to be performed and the cost of projected construction. The School Facility Boards Architectural Fee Guideline is an example of such a fee structure. The negotiated fee schedule shall be firm with no further negotiation allowed.

The Vail Unified School District #20 shall enter into separate negotiations for contracts with the selected firms on the final list.

If the Vail Unified School District #20 is not able to negotiate a satisfactory contract with a firm with whom the Vail Unified School District #20 has commenced negotiations, the Vail Unified School District #20 shall formally terminate negotiations with that firm. The Vail Unified School District #20 shall then undertake negotiations for a contract with the next most qualified firm on the final list with whom the Vail Unified School District #20 is not then negotiating and with whom the Vail Unified School District #20 has not previously negotiated in sequence until an agreement is reached for some or all of the multiple contracts included in the request for qualifications or a determination is made to reject all firms on the final list.

If the Vail Unified School District #20 terminates negotiations with a person on a final list for a specific project and commences negotiations with another firm on the final list, the Vail Unified School District #20 shall not

recommence negotiations or enter into a contract or contracts with any firm with whom the Vail Unified School District #20 has terminated negotiations for the specific project.

Before negotiations begin, the Vail Unified School District #20 shall provide the Master Agreement Between the Vail Unified School District #20 and Architect to all firms on the final lists for review. The firm's acceptance of this Agreement shall be required prior to the commencement of any negotiations.

2. Evaluation Criteria

Evaluation of the Request for Qualifications shall be based upon the following criteria, listed in order of greatest importance. There is a total of 100 points available.

A. Experience and Expertise of Firm - (30 points)

The overall experience of the submitting firm in completing governmental/educational based projects and show a history of demonstrated competence successfully completing similar projects described within the Scope of Work section; The ability of the proposing firm to complete projects within established budgets and completion schedules; The overall management style of firm in positively influencing both the design and construction phase of a project; The overall number of years the firm has been in operation.

B. Qualifications and Experience of Personnel - (25 points)

The overall experience and expertise of the assigned individuals; The educational background, certification and registration status of assigned individuals; The expertise of the individuals and their ability to display a level of competence in performing professional architectural services for governmental/educational clients; Included will be evaluation of the staff employees as well as those services provided to the firm on a contract basis.

C. Method of Approach - (20 points)

Overall method of approach, described by the offeror, on how they would implement and execute architectural services. The completeness, thoroughness, and overall value, offered shall be considered. The ability of firm to invest resources to the construction administration phase of projects and deal successfully with questions, clarifications, and problems arising in field.

D. Organizational Strength - (15 points)

Financial condition of the offeror shall be reviewed to ensure long term viability.

E. Responsiveness - (10 points)

The ability of the firm to provide all information required at time of RFQ submittal and the quality on the statement of qualifications.

OFFER REQUIREMENTS

All interested and qualified offerors are invited to submit a Statement of Qualification for consideration. Submission of a Statement of Qualifications indicates that the offeror has read and understands this entire solicitation.

Statements of Qualifications shall include all of the information requested on **Pages 29 and 30** within this RFQ, and shall be signed by an authorized representative of the organization submitting the proposal. A proposal may not be considered if it is conditional or incomplete.

Statement of Qualifications shall be submitted in the format described. All Statement of Qualifications and materials submitted become the property of Vail Unified School District.

PROPOSAL PRESENTATION

Eight (8) sealed copies of your Offer, (1) original and (7) copies, must be submitted. A digital copy (USB) is also required. In order for your Offer to be considered, all information requested within the Statement of Qualifications shall be included, and should be referenced with **index tabs** as indicated.

The Vail Unified School District No. 20 will not assume responsibility for any costs related to the preparation or submission of the Offer.

STATEMENT OF QUALIFICATIONS – REQUIRED INFORMATION

The Architectural Firm will be selected through a qualifications-based selection process. Firms interested in providing architectural services shall submit a Statement of Qualifications that addresses the following items:

Tab 1. BASIC COMPANY INFORMATION

- A. Company name
- B. Address
- C. Telephone number
- D. Fax number
- E. Website address
- F. Number of years in business, including all name changes
- G. If the firm has more than one office, provide specific information about the parent company and administering branch offices
- H. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.)

Tab 2. EXPERIENCE OF FIRM

- A. Provide an overview of your firm's experience in the governmental/educational environment with the types of projects outlined in the Scope of Work. Include any areas of specific expertise.
- B. Identify your firm's five (5) most recent projects. Reference projects must have been completed by the "firm" who is submitting the proposal. Information shall include:
 1. Description of project
 2. Location, including identification of key contact and phone number
 3. Professional services performed (brief)
 4. General contractor and contact information
 5. Original budget
 6. Final project cost
 7. Scheduled completion date
 8. Actual completion date
 9. Type of project delivery method used
- C. Provide a list of disciplines offered by your firm

Tab 3. KEY PERSONNEL

- A. Educational background, certification, and registration status for all personnel who will be part of this contract.
- B. Areas of specialization, professional achievements, etc.
- C. List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms
- D. Number of years with current firm, number of years in profession

Tab 4. METHOD OF APPROACH

- A. Describe your firm's approach and philosophy working at an active site with students and staff
- B. Describe your firm's approach for a project to include the following:
 1. Schedule adherence
 2. Execution
 3. Inspection
 4. Quality assurance
 5. Change orders
 6. Overall management and approach to cost savings

Tab 5. ORGANIZATIONAL STRENGTH

- A. Identify any judgments against or claims paid by your firm within the past three years. If none, state this.
- B. Identify any current unresolved claims against the offeror. If none, state this.
- C. Identify any filing under the U.S. Bankruptcy Code over the past three years. If none, state this.
- D. Provide a certificate of insurance indicating your firm’s insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful firm must provide a certificate that names the Vail Unified School District as additional insured except on E&O coverage. Categories of insurance shall include 1) professional liability, 2) Errors and Omissions, 3) General Liability, 4) Workman’s Compensation. Firms shall detail the dollar limits per each of the above categories. The District requires a minimum of \$2,000,000 for General Liability and \$1,000,000 for Professional Liability and Errors and Omissions insurance.

Tab 6. RESPONSIVENESS

- A. Overall responsiveness of the proposal clearly provides all information required at proposal opening date.
- B. Offerors shall complete and return any applicable addendum
- C. Offer shall provide a copy of the organizations W-9 and a completed Vail Vendor Application
- D. Offers shall complete and return all forms within this RFQ, to include:
 - Offer and Acceptance
 - Non-Collusion
 - Deviations and Exceptions
 - Confidential and Proprietary
 - Conflict of Interest

Tab 7. MISCELLANEOUS

Provide any additional information that would add value to the program offered that has not been identified above.

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 complies 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 22-001-27**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives both a Purchase Order and written notice to proceed.

Awarded this ____ day of _____ 20__

Michelle Quiroz, Director of Finance

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, 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.

_____ YES _____ NO

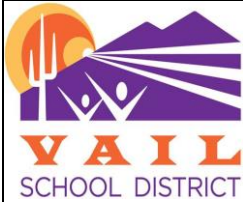
If NO, disclose relationship(s) below:

Company Name (Print)

Company Representative (Print)

Authorized Signature

Date



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

Vail Unified School District No. 20
Purchasing Department
13801 E Benson Highway
Vail, AZ 85641

GENERAL VENDOR INFORMATION	NAME OF VENDOR:		
	DBA (if applicable):		
	Street Address:		
	City:	State:	Zip Code:
	Main Business Phone #:		
	Website:		
	Federal Tax ID or SSN #:		DUNS No. #:

PURCHASING INFORMATION	Does Your Organization Accept Payment Terms? <input type="checkbox"/> Yes <input type="checkbox"/> No		Net 30 terms and conditions apply to all orders.
	<p style="text-align: center;">A copy of the most recent Vail Vendor Application can be downloaded online at: vailschooldistrict.org located in the Finance tab under Purchasing</p>		
Vendor Email:		Zip Code:	

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? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, #: _____)		
	Does your organization have a physical Arizona Location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does your organization provide goods, services, or both? <input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Both		

COOPERATIVE PURCHASING: <small>(Check all that apply and indicate award number for each contract)</small>	<input type="checkbox"/> Mohave # _____	<input type="checkbox"/> City of Tucson # _____	<input type="checkbox"/> S.A.V.E. # _____	<input type="checkbox"/> NJPA # _____
	<input type="checkbox"/> State of Arizona # _____	<input type="checkbox"/> US Communities # _____	<input type="checkbox"/> National IPA # _____	
	<input type="checkbox"/> NCPA # _____	<input type="checkbox"/> 1GPA # _____	<input type="checkbox"/> Partners Choice # _____	<input type="checkbox"/> Other # _____

VENDOR DISCLOSURES:	<input type="checkbox"/> Yes <input type="checkbox"/> No Are you an employee for VUSD. If yes, a conflict of interest form must be on file.		
	<input type="checkbox"/> Yes <input type="checkbox"/> No Are you a relative of a VUSD employee? If yes, who? _____		

By signing below, I certify all information is true and correct to the best of my knowledge.

Printed Name:	Title:
Signature:	Date:

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see Instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on backup withholding. For individuals, this is generally your social security number (SSN). For a resident alien, sole proprietor, or disregarded entity, see the Part I instructions. For other entities, it is your employer identification number (EIN). If you do not have a TIN, you are waiting for a number to be issued to me; and

Note. If the account is in more than one name, see the instructions on backup withholding for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or, if I am an individual not subject to backup withholding, the number shown on this form is my correct social security number (SSN), my correct adoption taxpayer identification number (ATIN), or my correct employer identification number (EIN)); and
- I am not subject to backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am currently subject to backup withholding, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. citizen or other individual who is not subject to backup withholding.
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must sign this form 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 or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

A copy of the most recent IRS form W-9 can be
 downloaded online at:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

- _____ Offer, one (1) original copy to include:
 - _____ Statement of Qualifications
 - _____ Addendum Acknowledgement(s); if applicable
 - _____ Offer and Acceptance Form
 - _____ Non-Collusion Affidavit
 - _____ Deviations and Exceptions ()
 - _____ Confidential and Proprietary Proposals
 - _____ Conflict of Interest
 - _____ 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:

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

RFQ# 22-001-27 Architectural Services

Opening Date: April 16, 2021 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
