



## **BABOQUIVARI UNIFIED SCHOOL DISTRICT NO. 40**

### **Request for Qualifications (RFQ) for Professional Architectural Services**

### **REQUEST FOR STATEMENT OF QUALIFICATIONS**

Issuance Date: June 23, 2020

Material and/or Service: On-Call Professional Architectural Services for Minor Additions, Major Remodels and Renovations and for Multiple SFB BRG Projects RFQ # S.A.V.E.

Due Date: Wednesday, July 8, 11:00 a.m. local Arizona Time

Opening Location: Baboquivari Unified School District  
P.O. Box 248  
Sells, AZ 85634

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, Baboquivari Unified School District is requesting statements of qualifications for on-call, multiple contract, architectural services for additions, remodels and renovations and School Facilities Board Building Renewal Grant projects. Services required will cover basic architectural services and include civil engineering and cost estimating services. Services also include assessment of roofs, walls, and mechanical equipment and shall include design, construction procurement, construction administration, and quality assurance, all in accordance with the requirements of A.R.S. § 34-104, which requirements shall be incorporated into the Agreement Between Architect and Owner. The District is not required to obtain permits or pay permit fees pursuant to the provisions of A.R.S. § 34-461(D) and (I).

Statements of qualifications shall be submitted electronically to Carlos Carranza at [ccarranza@busd40.org](mailto:ccarranza@busd40.org), shall be addressed to Baboquivari Unified School District No.40, and will be received until 11:00 a.m. MST, July 8, 2020. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district.

This proposal is being done by the Baboquivari Unified School District No.40 as a member of the Strategic Alliance for Volume Expenditures (SAVE). While this proposal is for Baboquivari Unified School District, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R721191 through R72-1195 authorizes and governs intergovernmental procurements for school districts. Other public entities have similar authorizations. Members of SAVE, a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

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

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### DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is obtainable by [Googling ARS and the number of the statute you are seeking](#).

The Arizona School District Procurement Rules in the Arizona Administrative Code are available at: [https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf) Articles 10 and 11.

The Arizona School Facilities Board Building Renewal Grant program is available at <http://www.sfb.az.gov>

The Arizona School Facilities Board Performance Specifications are available at <http://www.sfb.az.gov/news/alerts-notices>

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

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## STATEMENT OF NO PROPOSAL

If you are not responding to this service/commodity, please complete and return only this form to the Baboquivari Unified School District, P.O. Box 248, Sells, AZ 85634, email to [ccarranza@busd40.org](mailto:ccarranza@busd40.org), or fax it to the attention of the Facilities Department 520-383-5441. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Baboquivari Unified School District.

COMPANY NAME:

ADDRESS:

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP:

CONTACT PERSON: \_\_\_\_\_ TELEPHONE:

We, the undersigned, have declined to respond to your RFQ # S.A.V.E. for Architectural Services because of the following reasons:

Service/Commodity

We do not offer this product or the equivalent.

Insufficient time to respond to this solicitation.

Remove our name from this list only.

Our product schedule would not permit us to perform.

Unable to meet all insurance requirements

Other (Specify below)

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SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

On the following pages is a list of current School District members in the Consortium who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.

### **Strategic Alliance for Volume Expenditures**

#### **SAVE --- Cooperative Purchasing Agreements**

The following School Districts have signed the Cooperative Purchasing Agreement with the SAVE association as **March 10, 2020**

#### **School Districts**

Ajo Unified School District #15  
Alhambra Elementary School District #68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District #31  
Avondale Elementary School District #44  
Bagdad Unified School District #20  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District #26  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle  
Casa Grande Elementary School District #4  
Casa Grande Union High School District #82  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Concho Elementary School District #6  
Duncan Unified School District #2  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District

Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools #24  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District #205  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Horizon Community Learning Center / Horizon Charter School  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27 Kin Dah Lichi'l' Olta, Inc.  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65 Madison Elementary  
School District #38  
Maine Consolidated School District #10  
Mammoth-San Manuel Unified School District  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District #20  
Mary C. O'Brien ASD

Mayer Unified School District #43  
Mesa Unified School District # 4  
Miami Unified School District #40  
Mingus Union High School District #4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #1  
Morristown Elementary School District #75  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Oracle School District #2  
Osborn Elementary School District #8  
Page Unified School District #8  
Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
PineStrawberryElementarySchoolDistrict#12  
Pinon Unified School District #4  
Pomerene Elementary School District #64  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Ray Unified School District #3  
Red Mesa Unified School District #27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20

Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Seligman Unified School District #40  
Sentinel Elementary School District #71  
Shonto Preparatory Schools  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Sonoita Elementary School District #25  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District #1  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools #4  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District #1  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Vernon Elementary School District #9  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District #13  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public-School District #5  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

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All members of the Strategic Alliance for Volume Expenditures (SAVE) are eligible to use cooperative contracts, this in no way implies or guarantees these or any other consortium members will choose to utilize the contracts awarded under this solicitation.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Architect" means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice professional architectural services in Arizona.
- C. "Contract" means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- D. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. "Contractor" means any person who has a contract with the School District.
- F. "Days" means calendar days unless otherwise specified.
- G. "Engineer" means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice professional engineering services in Arizona.
- H. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- I. "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.
- J. "Offer" means bid, proposal or quotation.
- K. "Offeror" means a vendor who responds to a Solicitation.
- L. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- M. "Responsible Offeror" means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- N. "Responsive Offeror" means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- O. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- P. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Q. "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.

- R. "School District" means the School District that executes the contract
- S. "Fiscal Year" means the period beginning with July 1 and ending June 30.

## 2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **3. Proposal Preparation**

A. Forms. A Proposal shall be submitted as five (5) paper copies, and one (1) electronic copy, preferably on a flash drive. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Proposal.

D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.

H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

- J. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments
  2. Special Instructions, Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Special Instructions to Offerors; and
  9. Uniform Instructions to Offerors
- L. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### **4. Submission of Proposal**

- A. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- B. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-21006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears.

- C. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
  - 1) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
  - 2) By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
  - 3) By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

## 5. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award Contracts on the basis of individual Building Renewal Grant projects, 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.

## **6. Protests**

- A. A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-21150. Protests shall be in writing and be filed with the District Representative and legal counsel, Spencer A. Smith. A protest of a proposed award or of an award must be filed within 10 days after the protester knows or should have known the basis of the protest. A protest must include:
  - 1. The name, address and telephone number of the interested party.
  - 2. The signature of the interested party or the interested party's representative.
  - 3. Identification of the purchasing agency and the solicitation number.
  - 4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
  - 5. The form of relief requested.

## **7. Time for filing protests**

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the district representative may consider any protest that is not filed timely.
- E. The district representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time, the district representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

# 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 Parole 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 SFB will transfer funds to the District. 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.
- 5) 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 Preconstruction and Construction assignments with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract
  - a. amendments. Amendments and contract changes are directed only by authorized
  - b. representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Contractor are
  - c. enforceable. Unauthorized amendments or changes are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative.

## 5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
  
- B. General Indemnification. Any contract entered by the District shall include the following indemnification language: "Contractor shall indemnify, defend, save and hold harmless Baboquivari Unified School District, #40 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 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 that such delay or failure is caused by force majeure.

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

## 6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years after acceptance by the School District of the materials or services, they shall be:
1. 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. 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**

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

## **10. Fingerprint Clearance Card**

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.

## **11. 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.

## **12. Clarifications**

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

## **13. Confidential/Proprietary Information**

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

## 14. Cooperative Purchasing

- A. School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Strategic Alliance for Volume Expenditures (S.A.V.E.) is a group of schools and public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any District/Public Entity are preferred.
- B. An eligible School District/Public Entity shall NOT use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other Offeror for the same or similar products, materials and/or services.
- C. The eligible School District/Public Entity shall be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District/Public Entity.
- D. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so deserve.
- E. Non-Exclusive Contract - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the School District and SAVE Members. The School District and SAVE members reserve the right to obtain like goods and services from other sources.
- F. Lead Agency - A Lead Agency is a well-established and well-respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this Request for Qualifications is Baboquivari Unified School District No. 40.

## **SPECIAL TERMS AND CONDITIONS**

### **1. District Representative**

In accordance with A.A.C. R7-2-1042(A.1.s), and the “Uniform Instructions to Offerors,” the District Representative is Carlos Carranza, Facilities Department Operations Director.

### **2. Inquiries**

All questions related to this Solicitation shall be in writing, directed to Carlos Carranza via email to [ccarranza@busd40.org](mailto:ccarranza@busd40.org) or faxed to (520) 383-5441. Offerors shall not contact or ask questions of the school or department for which this requirement is being procured. All inquiries shall be made by the due date and time specified for Questions. Please refer to the appropriate page and paragraph number of the solicitation for all inquiries. All questions shall be responded to as soon as possible.

### **3. Purpose**

The Baboquivari Unified School District, on behalf of the S.A.V.E. consortium members, is requesting sealed proposals to create an on-call, multi-year contract with several qualified Professional Architectural firms adhering to the list in the Scope of Work within this document. Service will be on an “as-needed” basis.

### **4. Insurance**

- A. Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.
- B. Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Baboquivari Unified School District as an additional insured party.
- C. Successful Offeror will be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

**5. 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.

**6. Fingerprint Requirements**

A Fingerprint Clearance Card will be required for this contract, please refer to paragraph fifteen (15) under "Uniform General Terms and Conditions".

**7. 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.

**8. Terms of Award**

A. The District reserves the right to award a contract, beginning July 21, 2020 and ending July 21, 2021. The District reserves the right to extend the contract for four (4) additional one (1) year contracts ending July 21, 2025 providing services performed by the Offeror are satisfactory to the District, and funding is available.

B. It is anticipated that Governing Board approval for this contract will be made on July 21, 2020.

C. The District reserves the right to reject any or all statements of qualifications and to waive all informalities.

D. The District will make all statements of qualifications available to the public after the awards are complete.

**9. Multiple Award**

The District reserves the right to make multiple awards to more than one Offeror. It is anticipated that three (3) on-call awards will be made under this RFQ.

**10. Award Basis**

Firms will be ranked based upon their response to the criteria listed in this Request for Qualifications which in the opinion of the District best meet their requirements. Firms shall be ranked upon the evaluation of the statements of qualifications. Interviews will not be conducted. No more than three firm will be selected for this solicitation.

## **11. Individual Contract Awards**

The District reserves the right to make individual contract awards for architectural services based on Building Renewal Grant applications approved by the School Facilities Board. There is no guarantee of the number of, if any, Grants which will be approved during the life of this RFQ award. Also, the allocation of the individual contract awards for basic architectural services among the firms receiving this RFQ award is at the sole discretion of the District and will be determined as required to be in the best interest of the District and based on the available resources at each firm at the time of need.

## **12. Offer Preparation**

- A. Statements of Qualifications (SOQs) in response to this Request for Qualifications must follow the format described in the solicitation's instructions. Failure to follow the instructions regarding format may result in rejection of the SOQ. SOQ is limited to twenty-five (25) pages, not including cover, cover letter, and resumes.
- B. Offers shall include a signed Offer and Acceptance form, as described in the Uniform Instructions to Offerors. The Offer and Acceptance form shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- C. It is the responsibility of the Submitter to ensure that it has acknowledged all amendments as indicated on the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. This form shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return this form may result in rejection of the Offer.
- D. Submitters may withdraw their SOQs at any time prior to the due date and time.

## **13. Evaluation.**

### **A. Selection Criteria and Content for Statements of Qualifications.**

- 1) The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The Proposal should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ. A technical score will be given. Interviews will not be conducted. The District will enter into contract with three firms determined by the District to be the

highest qualified firms based upon criteria set forth and submitted in response to this Request for Qualifications.

- 2) During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels.

#### B. Criteria for Submittal and Evaluation

- 1) Describe your knowledge and approach to replacement and repair of roofing systems, and any experience with wall weatherization, fire alarm and mechanical equipment replacement and/or repair. (25 Pts.)
- 2) Provide a list of roofing projects completed by your team and highlight no more than four key projects. (35 Pts.)
- 3) State your knowledge of, and experience using, the SFB's General Roofing Specifications. (15 Pts.)
- 4) Provide a Matrix of completed or ongoing projects by your firm within the past three years, preference given to experience on minor additions, renovations, and major remodels. Identify whether Architectural services, Interior Design, Cost Estimating, Construction Management or Civil Engineering services were performed in conjunction with these projects. Note any of these services that were not performed in house. (20 Pts.)
- 5) Overall evaluation of the firm and its perceived ability to provide the required services. (5 pts)

## SCOPE OF SERVICES

Work is associated with the following three campuses:

1. Indian Oasis Primary School
2. Secondary Campus
3. Intermediate Campus

The scope of services shall conform to the following General Requirements:

- A. Contract vendor shall provide the implementation services and management support in accordance with the current applicable SFB Policies and A.A.C. Title 7 Chapter 6.
- B. Contract vendor shall provide member assistance with SFB programs including project management, construction management, architectural services, engineering services, procurement and/or environmental performance services.
- C. Contract vendor shall provide services for implementation and management support for SFB projects including, but not limited to: facilities evaluation; reports, design and drawing services; building, renovation and renewal requirements solutions; construction cost estimates; preventive maintenance (including current inspection, testing and reporting requirements); site selection/land acquisition; emergency projects; building renewals; and new construction and project management.
- D. Contract vendor shall provide Basic Architectural Services for Minor Additions, Remodels, and major renovations, inclusive of Cost Estimating, Construction Management, and Civil Engineering.

## PROPOSAL SUBMITTALS

The Baboquivari Unified School District will not assume responsibility for any costs related to the preparation or submission of the Proposal. In order for your Proposal to be considered, the following should be included and should be referenced with index tabs with a Table of Contents.

### Submittals Required:

Statement of Qualifications

Acknowledgement and Acceptance of Terms and Conditions of Solicitation

Offer and Acceptance Form

IRS W-9 Form

Insurance Certificates

**ACKNOWLEDGEMENT AND ACCEPTANCE OF  
TERMS AND CONDITIONS OF SOLICITATION**

*Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.*

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

Addendum Acknowledgement: I/We have received and consider addenda through Addendum # \_\_\_\_\_

Check one of the following responses to the terms and conditions in the Solicitation, including the:

The Offeror takes **no** exceptions or modifications to the terms and conditions of the Solicitation.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation:

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. **Baboquivari Unified School District** shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)*

Signature of Representative of Bidder or Offeror: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

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

## OFFER AND ACCEPTANCE FORM

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

**To Baboquivari Unified School District:**

The Offeror, by its undersigned representative, hereby submits its Offer to Solicitation # S.A.V.E, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District.

Signature of Representative of Offeror: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Representative Contact Information: Cell No. \_\_\_\_\_

Email: \_\_\_\_\_ Other: \_\_\_\_\_

|                        |  |
|------------------------|--|
| Offeror Name           | Fed. ID. No.                                     |
|                        |  |
|                        |  |
| Mail Address           | AZ Transaction Privilege (Sales) Tax License No. |
|                        |  |
| City, State & Zip Code | Telephone No.                                    |
| Email                  | Fax No.  |
|                        |  |
|                        |  |

### Acceptance of Offer and Award of Contract

The Offer is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation # S.A.V.E., including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.

This Contract shall be referred to as Contract Number: \_\_\_\_\_ .

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

**Baboquivari Unified School District** By: \_\_\_\_\_