

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CHASSE BUILDING TEAM, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (“City”), and Chasse Building Team, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On May 17, 2023 under (1 Government Procurement Alliance(GPA), the Paradise Valley Unified School District entered into a contract with Contractor to purchase the goods and services described in the Contract No. 23-15PV-02 Job Order Contracting for General Contractors (“Cooperative Purchasing Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 17, 2023, until the date the contract expires on May 17, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 17, 2028. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 17, 2024. The City may renew the term of this Agreement for four additional 1 year periods until the Cooperative Purchasing Agreement expires on May 17, 2028. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Two million five hundred thousand dollars (\$2,500,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Vladan Gluvacevic
6210 W. Myrtle Ave. Suite 111
Glendale, AZ 85301

And

Chasse Building Team, Inc.
c/o Barry Chasse
230 South Siesta Lane
Tempe, AZ 85281

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.


"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

Chasse Building Team, Inc.,
an Arizona corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____
Name: Barry Chasse
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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AND
CHASSE BUILDING TEAM, INC.**

EXHIBIT A

Contract No. 23-15PV-02 Job Order Contracting for General Contractors

**JOB ORDER CONTRACTING
MASTER AGREEMENT**

THIS AGREEMENT, entered into and made effective this 17th day of May, 2023 by and between 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District, and CHASSE Building Team, a Corporation with offices at 230 S. Siesta Lane, Tempe, AZ 85288 (hereinafter referred to as Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Agreement by these presents do agree, as follows:

ARTICLE 1

DEFINITIONS

- A. The term "Owner" means the Paradise Valley Unified School District #69, and any 1GPA Member utilizing this agreement, or his duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents. All references to the District mean the Paradise Valley Unified School District #69 or any 1GPA Member utilizing this agreement.
- B. The term "Contractor" means Contractor's senior manager or his duly authorized representative, which means any person specifically authorized to act for Contractor by executing the Contract, and any modifications thereto. Duties include administration of the Contract, including performance of the Work.
- C. The term "Contract" as used herein means this Master Agreement, original Request for Qualifications and all proposals submitted by awarded firm, including its attachments and any Job Orders that may be issued.
- D. The term "Subcontract" as used herein means any agreement including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

ARTICLE 2

WORK TO BE PERFORMED

- A. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction work (hereinafter called "the Work") which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A"

Master Agreement Pricing Coefficients, Attachment "B" Master Agreement Open Book Pricing, and in Attachment "C" Scope of Services of which are incorporated herein and made a part hereof.

- B. This Master Agreement embodies agreement of Owner and Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order.

ARTICLE 3

WORK AUTHORIZATIONS

- A. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in Attachment "C", Scope of Services, and will set forth, with the necessary particularity, the following:
1. Master Agreement number along with Contractor's name;
 2. Job Order number and date;
 3. The agreed Scope of Services and applicable technical specifications and drawings;
 4. The agreed period of performance and, if required by Owner, a work schedule;
 5. The place of performance;
 7. The agreed total amount for the Work to be performed;
 8. Submittal requirements;
 9. Owner's authorized representative who will accept the completed Work;
 10. Signatures by the parties hereto signifying agreement to the Job Order; and
 11. Such other information as may be necessary to perform the Work.
- B. Job Orders may be amended by Owner in the same manner as they are issued.

ARTICLE 4

SPECIFICATIONS AND DRAWINGS

- A. Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

- B. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.
- C. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- D. Shop drawings means drawings submitted to Owner by Contractor showing in detail:
1. The proposed fabrication and assembly of major electrical elements and,
 2. The installation (i.e., form, fit and attachment details) of materials or equipment.
 3. The construction and detailing of elements of the work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work required. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

- E. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Contractor's approval may be returned for resubmission. Owner will indicate his approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Contractor's risk. Approval by Owner shall not relieve Contractor from responsibility for any errors or omissions in such drawings, or from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph F below.
- F. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- G. Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.
- H. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

- I. Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large-scale drawings shall govern small-scale drawings. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby.

ARTICLE 5

USE OF SPECIFICATIONS, DRAWINGS AND NOTES

All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all pictures, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses in any manner whatsoever.

ARTICLE 6

PERMITS AND RESPONSIBILITIES

Contractor shall be responsible for processing of drawings for approval by the civil authorities and for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work, which may have been accepted in writing under the Contract.

ARTICLE 7

MATERIAL AND WORKMANSHIP

- A. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner, with written approval, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.
- B. Contractor shall obtain Owner's approval of the machinery and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's approval of the material or articles, which Contractor contemplates incorporating into the Work. When requesting approval, Contractor shall provide full information concerning the material or articles. When

directed to do so, Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- C. All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8

TESTING OF MATERIALS

Contractor shall be responsible for any required testing of materials prior to Job at the site of the Work. Owner will retain or reimburse Contractor for use of an independent testing laboratory to perform site testing of materials. Contractor shall be required to use the firm of R.A.M. for any geotechnical testing services in accordance with the unit pricing established under the District’s term contract for these services as long as this contract remains in effect.

ARTICLE 9

LAYOUT OF WORK

Contractor shall lay out his work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the work. Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

ARTICLE 10

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the Work, and that he has investigated and satisfied himself as to the local conditions which can affect the Work or its cost, including but not limited to:
 - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2. The availability of labor, water, electric power, and roads;
 - 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - 4. The conformation and conditions of the ground;
 - 5. The character of equipment and facilities needed preliminary to and during work performance; and
 - 6. Owner’s hours and days of operation.

- B. Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Contract.

ARTICLE 11

DIFFERING SITE CONDITIONS

- A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:
 - 1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
 - 2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- B. Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work, whether or not changes as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.
- C. No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Contractor has given the written notice required.
- D. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under this Job Order.

ARTICLE 12

CONTRACT TERM

The term of the Contract shall commence on the date executed by both parties and shall continue until terminated unless revised in accordance with the terms and conditions of the Contract. Initial term will be for a guaranteed minimum term of twelve (12) months, with - 4 one-year renewals.

ARTICLE 13

COMPENSATION

As full consideration for the satisfactory performance by Contractor of Work prescribed under the Contract, Owner shall pay Contractor the amounts specified in the individual Job Orders.

ARTICLE 14

INVOICING AND PAYMENTS

- A. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates approved by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates of work accomplished, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

- B. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:
1. Relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.
- C. Owner shall pay the amount due Contractor under the Contract within thirty (30) days, after:
1. Completion and acceptance of the Work;
 2. Presentation of a properly executed invoice; and
 3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts that Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Contractor's claim to amounts payable under this Contract has been assigned. Contractor shall complete a contractor's release form acceptable to Owner.
- D. Contractor shall submit invoices to an address specified by the Owner.

ARTICLE 15

CONSTRUCTION SCHEDULE

- A. If requested, within seven days of the Notice to Proceed for each Job Order, Contractor will prepare and submit to Owner for approval a practicable schedule showing the order in which Contractor proposes to perform the Work, and the dates on which Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the schedule chart must contain as a minimum:
1. A list of the different types of work activities or work elements.
 2. Show the logical dependencies (ties) to indicate what work must be accomplished before other work can begin.
 3. Show proposed start and complete dates or time frames for each work activity or work element.
 4. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If Contractor fails to submit a schedule within the time prescribed, Owner may withhold approval of progress payments until Contractor submits the required schedule.

- B. Contractor shall submit a progress report every 30 days, or as directed by Owner, and upon doing so shall immediately deliver the annotated schedule to Owner. If Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be required by Owner, without additional cost to Owner. In this circumstance, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
- C. Emergency Work: Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.
- D. Failure of Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Master Agreement.

ARTICLE 16

SUPERINTENDENCE BY CONTRACTOR

At all times during performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign and have on the work site a competent superintendent who is satisfactory to Owner and has authority to act for Contractor.

ARTICLE 17

INSPECTION OF CONSTRUCTION

- A. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- B. Owner inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of Owner after acceptance of the complete work under paragraph H below.
- C. The presence or absence of an inspector does not relieve Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.
- E. Contractor shall, without charge, replace or correct work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the work with an appropriate adjustment in Contract price. Contractor shall promptly segregate and remove rejected material from the premises.
- F. If Contractor does not promptly replace or correct rejected work, Owner may:
1. By contract or otherwise, replace or correct the work and charge the cost to Contractor or
 2. Terminate for default Contractor's right to proceed.
- G. If, before acceptance of the entire Work, Owner decides to examine already completed work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its subcontractors, Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of performance time.
- H. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

ARTICLE 18

OPERATIONS AND STORAGE AREAS

- A. Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of Owner and shall be built with labor and materials furnished by Contractor without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.
- C. Contractor shall, under regulations prescribed by Owner, use only established roadways or temporary roadways constructed by Contractor when and as authorized by Owner. Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

ARTICLE 19

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES
AND IMPROVEMENTS

- A. Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under the Job Order. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the Work performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.
- B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

ARTICLE 20

CLEANING UP AND REFUSE DISPOSAL

Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the work area in a clean and orderly condition satisfactory to Owner. Final cleanup of the premises shall be included in the Period of Performance of the Job Order. Contractor shall be responsible for all construction refuse disposal containers and removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

ARTICLE 21

WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in any Job Orders, Contractor warrants, except as provided in paragraph J of this Article, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of his subcontractors or suppliers at any tier.
- B. This warranty shall continue for a period of two (2) years from the date of final acceptance of the Work. If Owner takes possession of any part of the Work, in writing, before final acceptance, this warranty shall continue for a period of two (2) years from the date possession is taken.
- C. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:

1. Contractor's failure to conform to requirements; or
 2. Any defect of equipment, material, workmanship, or design furnished.
- D. Contractor shall restore any work damaged in fulfilling the terms and conditions of this article. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- E. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.
- G. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Master Agreement, Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice;
 2. Require all warranties to be executed, in writing, for the benefit of Owner; and
 3. Enforce all warranties for the benefit of Owner;
- H. In the event Contractor's warranty under paragraph B of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.
- I. Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.
- J. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except to the extent of Contractor's work. Contractor does not assume responsibility for pre-existing work or facilities that may be connected to or interface with the Work.
- K. This warranty shall not limit Owner's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 22

CHANGES

- A. Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:
1. In the specifications (including drawings and designs);
 2. In Owner-furnished facilities, equipment, materials, services, or site; or
 3. Directing acceleration in the performance of the Work.
- B. Any other written order from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.
- D. If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall make an equitable adjustment and modify the Job Order in writing.
- E. Contractor must submit any proposal under this Article within ten (10) calendar days after:
1. Receipt of a written change order under Paragraph A above or;
 2. The furnishing of a written notice under Paragraph B above,
- By submitting to Owner a written statement describing the nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph B above.
- F. No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment for a Job Order.

ARTICLE 23

PRICING CHANGES

- A. Contractor, in connection with any proposal he makes for a Job Order change shall furnish a price breakdown itemized as required by Owner. Pricing for such changes shall be based on quantities mutually agreed to by Contractor and Owner and the pricing method approved for that Job Order.
- B. Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by Owner.

ARTICLE 24**SUSPENSION OF WORK**

- A. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Owner determines appropriate for the convenience of Owner.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the unreasonable suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.
- C. A claim under this Article shall not be allowed for any costs incurred more than 30 calendar days before Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

ARTICLE 25**DISPUTES**

Any dispute concerning a question of fact arising under the Contract or a Job Order which is not disposed of by agreement will be decided by Owner, who will communicate his decision to writing and furnish a copy thereof to Contractor. Appeals from decisions of the Owner shall be resolved pursuant to the Arizona Administrative Code, Article 10, School District Procurement, Section R7-2-1155, extent required by A.R.S., section 12-1518, except as may be required by other applicable statutes.

ARTICLE 26**TERMINATION FOR CONVENIENCE OF OWNER**

- A. Owner may terminate performance of work under the Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:
 - 1. Stop work as specified in the notice;
 - 2. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete the continued portion of the Work;
 - 3. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or

with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Article;

4. As directed by Owner, transfer title and deliver to Owner:
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and
 - b. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;
 5. Complete performance of the Work not terminated;
 6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which Owner has or may acquire an interest;
 7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph B4 above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.
- C. After termination, Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by Owner upon written request by Contractor within this one-year period. However, if Owner determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension.
- D. Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Contractor paid the agreed amount. Paragraph E below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If Contractor and Owner fail to agree on the whole amount to be paid Contractor because of the termination of work, Owner shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph D above:
1. For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - a. The cost of this Work;
 - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (a) above; and

- c. A markup, including overhead and profit, on (a) above as is determined for pricing changes.
 2. The reasonable costs of settlement of the work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Contractor under Paragraph E above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.
- G. In arriving at the amount due Contractor under this Article, there shall be deducted:
 1. All unliquidated advances or other payments to Contractor under the terminated portion of the Job Order;
 2. Any claim which Owner has against Contractor under the Contract; and
 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Article and not recovered by or credited to Owner.
- H. If the termination is partial, Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Article shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Contractor will be entitled.
- I. If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Owner upon demand.
- J. Unless otherwise provided in this Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Owner, at Contractor's office, at all reasonable times, without any direct charge. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- K. Contractor shall have the right of appeal, under the Disputes Article, from any determination made by Owner under Paragraph C, E, or I, except that if Contractor failed to submit the termination settlement proposal within the time provided in Paragraph E or I, and failed to request a time extension, there is no right of appeal. If Owner has made a determination of the amount due under Paragraph C, E, or I, Owner shall pay Contractor

the amount determined by Owner if there is no right of appeal or if no timely appeal has been taken, or the amount finally determined on an appeal.

ARTICLE 27

DEFAULT

- A. If Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, after thirty (30) days Owner may, by written notice to Contractor, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the Work.
- B. Contractor's right to proceed shall not be terminated under this Article, if:
1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - a. acts of God or of the public enemy,
 - b. acts of Owner in its contractual capacity,
 - c. acts of another contractor in the performance of a contract with Owner,
 - d. fires,
 - e. floods,
 - f. epidemics,
 - g. quarantine restrictions,
 - h. strikes,
 - i. freight embargoes,
 - j. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the job area for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
 - k. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the subcontractors or suppliers; and
 2. Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for

completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal under the Disputes Article.

- C. If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.
- D. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 28

SAFETY

- A. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, all applicable State and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- B. Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.
- C. Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.
- D. Contractor shall provide warning signs, barricades and verbal warnings as required.
- E. Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- F. Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-1 form)" and accident investigation reports of accidents as required, shall be provided to Owner.
- G. Contractor shall maintain a set of OSHA articles at the Jobsite as they apply to the work being performed. Copies shall be provided to Owner when requested.
- H. Contractor shall submit to Owner a copy of their firm's safety policies and program procedures, which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Contractor within fourteen (14) calendar days after issuance of the initial Job Order.
- I. Contractor shall assign, during performance of the work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Contractor along with their safety policies and program procedures.

- J. Contractor shall provide and maintain on the Jobsite, at all times, a completely stocked first aid kit, which contains all standard emergency medical supplies.
- K. Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the Jobsite, emergency medical treatment either at the Jobsite or at a nearby medical facility.
- L. Owner reserves the right to approve prior to commencing work and monitor Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be just cause for the complete termination of the Job Order in accordance with Article 27 entitled Default.

ARTICLE 29

USE AND POSSESSION PRIOR TO COMPLETION

- A. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any work under this Contract.
- B. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of the Article in this Contract entitled "Permits and Responsibilities." If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, an equitable adjustment shall be made in the Job Order price or the time of completion, and the Job Order shall be modified in writing accordingly.

ARTICLE 30

OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the site of work under this Contract. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

ARTICLE 31

DISSEMINATION OF CONTRACT INFORMATION

Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of the Contract, without prior consent of Owner.

ARTICLE 32

PERFORMANCE AND PAYMENT BONDS

For all Job Orders over the bid threshold or required by Owner, Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work. Bonds will be submitted on a per job basis. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after award of the Contract. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner.

ARTICLE 33

INSURANCE

A. Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims, which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

1. WORKERS' COMPENSATION INSURANCE providing Statutory Benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the work being performed under this contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Each Employee for Disease
- \$1,000,000 Policy Limit for Disease

2. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Each Occurrence

3. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

\$1,000,000	Each Person for Bodily Injury
\$1,000,000	Each Accident for Bodily Injury
\$1,000,000	Each Occurrence for Property Damage

- B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name Owner as Additional Insured as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.
- C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide the following:
 - 1. Thirty-days written notice of cancellation or non-renewal to Owner at the address designated elsewhere in the contract for Notices.
 - 2. Waiver of subrogation in favor of Owner.
- D. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.
- E. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company (ies) within ten (10) days of notice of award of Contract. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy (ies).
- F. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability, as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

ARTICLE 34

INDEMNIFICATION

To the extent permitted by A.R.S. § 41-621 and § 35-154, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. Each party to this contract is responsible for its own negligence.

ARTICLE 35**CONTRACT ORDER OF PRECEDENCE**

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any;
2. The Contract Articles including Attachments;
3. Job Orders;
4. Drawings; and
5. Specifications.

ARTICLE 36**NOTICES**

All notices to either party by the other shall be delivered personally or sent by U. S. registered or certified mail, postage prepaid, to the addresses set forth to such other addresses as the parties may hereafter designate by written notice. And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein.

ARTICLE 37**SEVERABILITY**

If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 38**WAIVERS**

- A. Neither Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Contractor's negligent act, error or omission in the performance of any of the Services furnished under this Contract.
- B. The waiver by Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 39

MERGER

This Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Services, including an action in tort.

ARTICLE 40**NON-AVAILABILITY OF FUNDS**

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the District at the end of the period for which funds are available. No liability shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

ARTICLE 41**AUDIT OF RECORDS**

Pursuant to A.R.S. §§35-214-AND 35-215, the contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

ARTICLE 42**CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

ARTICLE 43**COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Contractor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. 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. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

ARTICLE 44

THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the State any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

ARTICLE 45

BUY AMERICAN

Contractor agrees to comply with the Buy American Provision as it applies to construction projects that use funds appropriated by the American Recovery Reinvestment.

ARTICLE 46

FEDERAL GRANT MONIES

When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**.

ARTICLE 47

COMPLIANCE WITH WORKFORCE REQUIREMENTS

Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring and employee, shall verify the employment eligibility of the employee through the E-Verify program."

ARTICLE 48

TIME IS OF ESSENCE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement entered into as of the day and year first written above.

1Government Procurement Alliance

Christy Knorr
President

By: Christy Knorr

Paradise Valley Unified School District No. 69

Eva Calles
Director of Purchasing

Eva Calles
By: _____

Contractor: CHASSE Building Team

Barry Chasse
President

By: Barry Chasse
Barry Chasse (May 17, 2023 10:56 PDT)

ATTACHMENT "A"**MASTER AGREEMENT PRICING COEFFICIENTS**

- 1.0 Contractor shall furnish all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction services, and the 1GPA 1% administration fee.
- 3.0 Pricing the Work.
 - 3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the R.S. Means Facilities Construction Cost Data, latest edition, total weighted average City Cost Index, as adjusted by application of the appropriate coefficient as set forth above.
 - 3.2 The currently applicable (current version for the locale of the work) R.S. Means Facilities Construction Cost Data, herein called the Unit Price Book contains pricing information for the work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Contractor of any periodic updating issued by the publisher. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.
 - 3.3 See attached Cost Form for Contractor's coefficients and/or discounts at the end of this document.
- 4.0 Hours of Work.
 - 4.1 Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Contractor may work on weekends and holidays as approved by District. No adjustment in fees shall apply to different work hours. Prices shall be based on total job cost.

ATTACHMENT "B"**MASTER AGREEMENT OPEN BOOK PRICING**

- 1.0 Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, bonds, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Pricing the Work
- 2.1 Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.
- 2.2 Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three subcontractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contractor shall make known the reasons contractor was unable to obtain additional price quotes.
- Direct costs shall include large rental equipment, such as cranes.
- 2.3 Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualification and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.
- 2.4 If the District objects to a selected subcontractor, District shall make the objection and the reasons for the objection known to the contractor. Contractor shall then present an acceptable subcontractor for the applicable discipline. District shall not unreasonably object to or withhold approval of a subcontractor.
- 2.5 General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to, project management, estimating, quality control, administrative labor, field office equipment, materials and supplies, vehicles, cell phones, dumpsters, travel and subsistence, temporary field office rental and utilities, submittals and operations and maintenance manuals, small tools, face and clothing protection, project scheduling, compliance with environmental laws, and marketing.
- 2.6 Overhead and Profit shall include any preconstruction services costs and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.
- 2.7 To document contract compliance, each job order using open book pricing shall include a completed price summary and general conditions costs.
- 2.8 See attached Cost Form for Contractor's Pricing Schedule at the end of this document.

ATTACHMENT "C"**SCOPE OF SERVICES****1.0 GENERAL INFORMATION**

This is an indefinite quantity type contract for the performance of a broad range of renovation/small construction, and or repair or maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 WORK AUTHORIZATION

Any work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

2.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Contractor of an existing requirement.

2.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:

2.2.1 Visiting the proposed site in the company of Owner, or;

2.2.2 Establishing contact with Owner to further define the scope of the requirement.

2.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task.

2.4 The Unit Price Book and Open Book Pricing shall serve as the basis for establishing the value of the work to perform. Owner and Contractor shall agree to the pricing method prior to start of project.

2.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

2.6 Upon receipt of Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

2.7 In the event Owner does not issue a Job Order after receipt of Contractor's proposal, Owner is not obligated to reimburse Contractor for any costs incurred in the preparation of the proposal.

3.0 SCHEDULING OF WORK

3.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement

weather, and cleanup, therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be substantially Complete, Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

3.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

3.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Contractor for any such transportation and storage costs incurred.

3.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Owner.

3.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for final approval.

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

If requested by Owner, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's representatives.

5.0 DESIGN

Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Contractor agrees to provide detailed design drawings and plans if requested by Owner. Compensation for detailed design, if provided, will be negotiated by the parties hereto.

6.0 OWNER-FURNISHED UTILITIES

Owner shall provide free of charge to Contractor utilities and toilet facilities that are existing and available at each site for work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Contractor for providing such items.

6.1 Water:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, a supply of water necessary for the performance of work under this contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply.

It is the responsibility of Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

6.2 Electricity:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of the Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

7.0 WORKS BY OWNER

Owner reserves the right to undertake or award contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: Chasse Building Team

UNIT PRICE BOOK

Firm-fixed coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction, and the 1GPA 1% administration fee.

Coefficient/Multiplier should exclude Non-Pre-Priced (NPP) items, Design Services, Bonds, Permits, and Sales Tax. Do not leave blank spaces in the coefficient column, enter zero ("0") where necessary.

Unit Price Book utilized: RS Means

Unit Price Book Methodology		Coefficient	Comments
A.	Coefficient for Base JOC work, Monday through Friday normal working hours	___ . <u>9 0</u>	
B.	Coefficient for JOC work, after hours, weekends and holidays, etc.	___ . <u>9 2</u>	
C.	Coefficient for JOC work, Davis Bacon	___ . <u>9 4</u>	
D.	Location adjustment multipliers	___ <u>1</u> . <u>0 0</u>	
E.	Markup for Non-Pre-Priced items (NPP)	___ <u>1</u> . <u>1 5</u>	

Coefficients above apply to the following regions:

Arizona:

Entire State

Region 1 Counties:

- Maricopa
- Pinal
- Gila

Region 2 Counties:

- Pima
- Santa Cruz

Region 3 Counties:

- Coconino
- Yavapai

Region 4 Counties:

- La Paz
- Yuma

Region 5 Counties:

- Graham
- Greenlee
- Cochise

Region 6 Counties:

- Mohave

Region 7 Counties:

- Navajo
- Apache



Authorized Signature

Barry Chasse, President

Printed Name and Title

April 07, 2023

Date

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: Chasse Building Team

OPEN BOOK PRICING

Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.

Overhead and Profit shall include pre-construction services, and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.

Provide Overhead and Profit percentage breakout for the following total cost project size brackets. Do not leave blank spaces in the maximum overhead & profit column, enter zero ("0") where necessary:

Total Cost Project Size		Maximum Overhead & Profit
A.	\$1.00 - \$50,000	<u>1</u> <u>0</u> . <u>0</u> <u>0</u> %
B.	\$50,001 - \$100,000	<u> </u> <u>9</u> . <u>5</u> <u>0</u> %
C.	\$100,001 - \$250,000	<u> </u> <u>9</u> . <u>0</u> <u>0</u> %
D.	\$250,001 - \$500,000	<u> </u> <u>8</u> . <u>5</u> <u>0</u> %
E.	\$500,001 - \$1,000,000	<u> </u> <u>8</u> . <u>0</u> <u>0</u> %
F.	Over \$1,000,000	<u> </u> <u>7</u> . <u>0</u> <u>0</u> %

Overhead & Profits above apply to the following regions:

Arizona:

Entire State

Region 1 Counties:

- Maricopa
- Pinal
- Gila

Region 2 Counties:

- Pima
- Santa Cruz

Region 3 Counties:

- Coconino
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- Apache



Authorized Signature

April 07, 2023

Date

Barry Chasse, President

Printed Name and Title

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: Chasse Building Team

LABOR RATE PRICING

If utilizing OPEN BOOK pricing, provide labor rates you would use for general conditions:

Labor	Hourly Rates
Project Manager	\$ 125.00
Superintendent	\$ 130.00
General Foreman	\$ 75.00
Journeyman	\$ 65.00
Project Engineer	\$ 95.00
Project Administration	\$ 65.00

Labor	Hourly Rates
Project Director	\$ 160.00
Senior Project Manager	\$ 135.00
Asst. Project Manager	\$ 100.00
General Superintendent	\$ 150.00
Asst. Superintendent	\$ 100.00
Safety Manager	\$ 110.00
Laborer	\$ 50.00
Intern	\$ 45.00
Safety	\$ 110.00

BONDS

Provide a percentage for bond expenditures (i.e. payment and performance bonds): 1.3 %


REIMBURSABLE EXPENSES

Provide a list of what your firm considers reimbursable expenses: _____

Design services, Builders Risk and Liability Insurance, Permits, Sales Tax, & Reprographics

TRAVEL EXPENSE REIMBURSEMENT

The Contractor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the State of Arizona, General Accounting Office, Travel Reimbursement Rates.

 ← INITIAL here to acknowledge statement

1GPA ADMINISTRATION FEE

1GPA's 1% administration fee shall be included in offeror's fees, coefficients, and/or discounts. Contractor shall not add the administration fee as a separate line item to any quote to a Member.

 ← INITIAL here to acknowledge statement


Authorized Signature

April 07, 2023
Date

Barry Chasse, President
Printed Name and Title










Master JOC Agreement 23-15PV-02 - Chasse

Final Audit Report

2023-05-17

Created:	2023-05-10
By:	Claudia Leon (cleon@1gpa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQaGOffwDQ8XsVWvhQ5NHlyeKsN4q2Rpf

"Master JOC Agreement 23-15PV-02 - Chasse" History

-  Document created by Claudia Leon (cleon@1gpa.org)
2023-05-10 - 0:03:38 AM GMT
-  Document emailed to Staff.Eva Calles (ecalles@pvschools.net) for signature
2023-05-10 - 0:04:48 AM GMT
-  Email viewed by Staff.Eva Calles (ecalles@pvschools.net)
2023-05-10 - 5:37:09 PM GMT
-  Document e-signed by Staff.Eva Calles (ecalles@pvschools.net)
Signature Date: 2023-05-10 - 5:38:39 PM GMT - Time Source: server
-  Document emailed to bchasse@chasse.us for signature
2023-05-10 - 5:38:41 PM GMT
-  Email viewed by bchasse@chasse.us
2023-05-17 - 5:52:09 PM GMT
-  Signer bchasse@chasse.us entered name at signing as Barry Chasse
2023-05-17 - 5:56:02 PM GMT
-  Document e-signed by Barry Chasse (bchasse@chasse.us)
Signature Date: 2023-05-17 - 5:56:04 PM GMT - Time Source: server
-  Agreement completed.
2023-05-17 - 5:56:04 PM GMT

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.


20185848
Federal Employer Identification Number

CHASSE Building Team
Company Name

Barry Chasse
Printed Name

President
Title

bchasse@chasse.us
Primary Email (for Contract Inquiries)


Authorized Signature

230 S Siesta Lane
Address

Tempe, AZ 85288
City State Zip

480 425 7777
Company Telephone Number

Blanca Zamora
Accounting / AP Contact Name

bzamora@chasse.us
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 23-15PV-02, Job Order Contracting for General Contractors

Awarded this 4th day of May 2023

This contract shall be effective this 17th day of May 2023

1GPA

Signature: Christy Knorr Date: 5/4/2023

Printed Name: Christy Knorr Title: President

Approved By: Paradise Valley Unified School District

Signature: Eva Calles Date: 5/8/2023

Printed Name: Eva Calles Title: Director of Purchasing



The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance:

Request for Qualifications #23-15PV Job Order Contracting for General Contractors

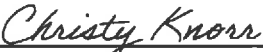
- Submittal Due Date and Time:** February 23, 2023 at 1:00 P.M. MST, Arizona Time
- RFQ Opening Location:** Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032
- Electronic Submittals:** OpenGov Procurement – <https://procurement.opengov.com/portal/1gpa>
See enclosed information for submittal instructions.
- Last Day for Questions:** February 10, 2023
- Pre-Submittal Conference:** None

In accordance with the Arizona procurement code and rules, Request for Qualifications for the materials or services specified will be received electronically by the 1GPA lead agency, via OpenGov Procurement, until the time and date cited. Qualifications received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Qualifications shall remain confidential until award is made. Late submittals shall not be considered.


To be considered, submittals shall be submitted electronically via OpenGov Procurement, <https://procurement.opengov.com/portal/1gpa>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement located at the same link listed above. To receive notification when answers are posted on OpenGov Procurement please click the “Follow” button.

For further assistance contact **Claudia Leon, Director of Procurement** at cleon@1GPA.org (Phone 602-625-0902).



Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)



Eva Calles, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Date Issued: January 18, 2023

TABLE OF CONTENTS

Documents Referenced	Page 3
Introduction	Page 4
Definition of Terms	Page 5
Uniform Instructions to Offerors	Page 6
Uniform Terms and Conditions	Page 11
Special Terms and Conditions	Page 19
Section I Scope of Work	Page 24
Section II Evaluation Process & Criteria	Page 27
Section III Submittal Requirements	Page 29
Section IV SOQ Format	Page 30
SAMPLE – Performance Bond Form	Page 33
SAMPLE – Payment Bond Form	Page 34
Exhibit A – OpenGov Procurement Submission Instructions	Page 35
Master Job Order Contracting Agreement – Found in OpenGov Procurement Portal	

DOCUMENTS REFERENCED

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

Arizona:

Arizona Revised Statutes (ARS)

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

ARS 41-2579

The Arizona School District Procurement Rules in the Arizona Administrative Code (AAC)

http://apps.azsos.gov/public_services/Title_0777-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website

<http://1gpa.org/state-statutes/>

Local Governments website (USA.gov)

<https://www.usa.gov/local-governments>

Federal:

IRS W-9 form (Request for Taxpayer I.D. Number)

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

Code of Federal Regulations, 2 CFR §§ 200.318-326

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>

Education Department General Administrative Regulations (EDGAR)

<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

“Attachment” means any item the Solicitation requires the Offeror to submit as part of the submittal.

“Contract” means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Work/Services; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

“Contract Amendment” means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the 1GPA.

“Cost” means the aggregate cost of all materials and services, including labor performed by force account.

“Days” means calendar days and shall be computed pursuant to ARS 1-243.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Governing Body” means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

“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.

“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

“Member” means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

“Offer” means a response to a Request for Qualifications.

“Offeror” means a person submitting an offer in response to a Request for Qualifications.

“Person” means any corporation, business, individual, union, committee, club, other organization or group of individuals.

“Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

“Purchase Order or PO” means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

“Responsible Bidder or Offeror” means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

“Responsive Bidder or Offeror” means a person who submits an offer which conforms in all material respects to the Request for Qualifications.

“Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Quotations (“RFQ”).

“Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“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 furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. **Duty to Examine** – It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal 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.
- C. **Submission of Inquiries** – Questions and/or clarifications concerning this solicitation will be accepted in writing through February 10, 2023 by 5:00 p.m. Request shall be transmitted via email or submitted through the OpenGov Procurement online portal located at <https://procurement.opengov.com/portal/1gpa>. Responses and amendments to this solicitation, if necessary, are scheduled to be issued by February 13, 2023 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any lead agency representative. For further assistance concerning this solicitation, contact Claudia Leon, Director of Procurement at cleon@1gpa.org.
- D. **Solicitation Amendments/Addenda** – The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their offer based on oral instructions by any member of 1GPA or lead agency personnel.
- E. **Pre-Submittal Conference** – If a Pre-Submittal Conference has been scheduled under this Solicitation, the date, time, and location shall 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.
- F. **Submittal Opening** – Submittals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Submittals shall be opened immediately following the due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All submittals and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation document shall be open for public inspection.
- G. **Time Stamp** – Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.
- 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.

2. Submittal Preparation

- A. **Forms** – A response to a Request for Qualifications shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections** – A response to a Request for Qualifications should be typed or in ink. Erasures, interlineations or other modifications in the submittal should 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 R7-2-1030.
- C. **Signature(s) on Proposals** – The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

UNIFORM INSTRUCTIONS TO OFFERORS

- 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 solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by 1GPA.
- E. **Cost of Proposal Preparation** – 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- F. **Solicitation Amendments/Addenda** – Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Offer. Failure to acknowledge 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.
- G. **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 Contract Acceptance Form.
- H. **Taxes**
1. **Federal Excise Tax** – Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
 2. **Transaction Privilege Taxes** – Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 3. **Property Taxes** – Arizona School Districts/Public Entities do not pay state property taxes.
 4. **Taxes on Shipping** – Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
 5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.
- I. **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 shall 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.
- J. **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 Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions
 8. Uniform Instructions to Offerors.
- K. **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). Contractor shall provide delivery of goods, and/or performance of services in accordance with

UNIFORM INSTRUCTIONS TO OFFERORS

the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. Submission of Proposal

- A. **Submittal Submission** – Each submittal shall be submitted electronically to OpenGov Procurement by the due date and time at <https://procurement.opengov.com/portal/1gpa>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.
- B. **Offer Amendment or Withdrawal** – An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under R7-2-1044.
- C. **Public Record/Confidentiality** – Under applicable law, all Offers submitted and opened are public records and must be retained by 1GPA. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its offer contains trade secrets or other proprietary data not be disclosed as otherwise required by ARS §39-121, a statement advising 1GPA of this fact shall accompany the submission and the information shall be so identified wherever it appears. Requests to deem the entire offer as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

- D. **Certification** – By signing the Offer and Contract Acceptance form or other official contract form, the Offeror certifies that:
 - 1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer and that the Offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213(O) has occurred; 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, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, ARS §41-1461 through 1465; and
 - 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
 - 4. 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; and
 - 5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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
 - 6. By submission of this Offer, 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

UNIFORM INSTRUCTIONS TO OFFERORS

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; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARS § 35-393 and Texas Gov't Code 2270.002; and
9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with ARS § 15-512; and
10. In accordance with ARS § 35-394, the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

4. Additional Information

- A. **Unit Price Prevails** – Were applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** – The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.
- C. **Late Offers, Modifications or Withdrawals** – An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. **Disqualification** – The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Offer Acceptance Period** – An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. **Payment** – Payments shall comply with the requirements of ARS Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** – Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel the Solicitation.

5. Award

- A. **Number or Types of Awards** – Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.
- 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 1GPA and the Lead Agency with an authorized signatures on the Offer and Contract Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

UNIFORM INSTRUCTIONS TO OFFERORS

- C. **Effective Date** – The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Offer and Contract Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/Lead Agency Representative, **Eva Calles, Director of Purchasing**.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by the 1GPA/Lead Agency Representative within 10 days of the request.

C. The interested party may file a written request with the 1GPA/Lead Agency Representative for an extension of the time limit for providing additional information 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 reason that the interested party is unable to provide the additional information within the 10 days. The 1GPA/Lead Agency 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. 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.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA/Lead Agency Representative makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA/Lead Agency Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the 1GPA/Lead Agency Representative that resulted in the interested party being unable to file the protest within the 10 days. The representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. Cooperative Purchasing

- A. **Cooperative Purchasing** – This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. 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 members are preferred.
- B. **Cooperative Purchasing Agreements** – Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.
- C. **Cooperative Purchasing Contracts** – Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

- D. **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 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **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 RFQ is Paradise Valley Unified School District.

2. Contract Interpretation

- A. **Application of Law** – The Arizona Procurement Code, Title 41, Chapter 23, 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 (ARS) 15-213, and its implementing rules, Arizona Administrative Code (AAC) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

- 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** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** – The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol Evidence** – This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver** – Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

UNIFORM TERMS AND CONDITIONS

- A. **Records** – Under ARS § 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.
- B. **Audit** – At reasonable times 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 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **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. 1GPA or its Members 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 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** – Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA 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.
- E. **Advertising and Promotion of Contract** – Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
- F. **Administration Fee** – 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror’s net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor’s unit prices and is not to be charged directly to the customer in the form of a separate line item.
- G. **Usage Reports** – The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
- H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report via the 1GPA Vendor Portal.
- I. **Purchase Orders/Contracts** – All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link below before accepting Purchase Orders. If the entity is not on the membership list then the vendor will need to request the entity to reach out to 1GPA and sign and get approved the 1GPA membership.
- <https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>
- J. **Invoicing of Administration Fee** – Upon receipt of contractor’s Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor’s failure to remit administrative fees in a timely manner consistent with the contract’s requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to “1GPA” and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

UNIFORM TERMS AND CONDITIONS

4. Costs and Payments

- A. **Ordering Procedures** – Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.
- B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
- C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice
- D. **Progress Payments** – 1GPA will permit Members to make progress payments under the following conditions:
 - 1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
 - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
 - 3. Payments are made in full compliance with Member's local governing entity rules
- E. **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 Member 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.
- F. **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 each Member.
- G. **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 Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. Contract Changes

- A. **Amendments** – 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** – Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.
- D. **Novation** – If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** – 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. Risk and Liability

- A. **Risk of Loss** – 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.

UNIFORM TERMS AND CONDITIONS

- B. **General Indemnification** – To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** – To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member 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, 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.

7. Warranties

- A. **Liens** – The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** – Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness** – Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract 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 in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

UNIFORM TERMS AND CONDITIONS

E. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **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 ARS § 12-510, except as provided in ARS § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in ARS 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 Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

- A. **Right to Assurance** – If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA 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 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **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, 1GPA 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.
- C. **Right of Offset** – 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members 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.

9. **Contract Termination**

- A. **Cancellation for Conflict of Interest** – Pursuant to ARS 38-511 and R7-2-1087(F) 1GPA 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 1GPA 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. **Personal Gifts or Benefits** – 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with ARS § 15-213(O) and R7-2-1087(G).
- C. **Gratuities** – 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA 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 making of any determination or decision about contract performance in accordance with R7-2-1087(H).
- D. **Suspension or Debarment** – 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA 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.

UNIFORM TERMS AND CONDITIONS

- E. **Termination for Convenience** – 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.
- F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
 2. Providing work and/or material that was not awarded under the contract;
 3. Failing to adequately perform the services set forth in the scope of work and specifications;
 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
 5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
 6. Performing work or providing services under the contract prior to receiving a Member’s purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- G. **Contractor Cancellation** – Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.
- H. **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.

10. Contract Claims

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. Federal and State Requirement

- A. **Compliance with Federal and State Requirements** – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”),

UNIFORM TERMS AND CONDITIONS

11. 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. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.
- B. **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.
- C. **Contractor's Employment Eligibility** – By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member 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 debatement of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** – In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, 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 of the Member.
- F. **Terrorism Country Divestments** – Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** – For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** – Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **2 CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2 CFR 200 Certification Form contained within this document.
- K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

UNIFORM TERMS AND CONDITIONS

- L. **Civil Rights Compliance** – In accordance with 7 CFR Part 210.23, 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.
- M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

<https://www.ethics.state.tx.us/tec/1295-info.htm>

https://www.ethics.state.tx.us/whatsnew/faq_form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on May 17, 2023 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **FORM OF CONTRACT:** This Request for Qualifications (RFQ) document, firm's response, negotiations to include compensation and other contract terms that 1GPA determines to be fair and reasonable, and any formal Public Entity Contract between Owner and JOC Contractor - will become the controlling contract documents for this procurement and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions.
5. **MASTER AGREEMENT:** This solicitation includes a Job Order Contracting Master Agreement which is enclosed with this solicitation and will be part of the awarded contract.
6. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, 1GPA requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
7. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.
8. **TIME STAMP:** Submittals will be time stamped when received by OpenGov Procurement. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.
9. **ELECTRONIC SUBMITTAL:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.
10. **RESPONSE FORMAT:** All responses are to be in the same form as this Request for Qualifications. Address each requirement in the same order as has been requested.
11. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.
12. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to \$55 Million annually. A current list of 1GPA Members may be found at:

SPECIAL TERMS AND CONDITIONS

<https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

13. **MEMBERSHIP VERIFICATION:** Contractor will need to verify the entity is a Member by checking the membership list at the link above in paragraph 12 before accepting Purchase Orders. If the entity is not on the membership list, the Contractor shall advise the entity to reach out to 1GPA to complete the membership process.
14. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
 - A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 - B. The proposed contractor's record of performance and integrity.
 - C. Whether the proposed contractor is qualified legally to contract with the public entity.
 - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
 - E. Complaints on file with the Registrar of Contractors.
 - F. Prior litigation history.
15. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
16. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. The Contractor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors, or the state in which the work is being done. Include a photocopy of License with submittal.
17. **PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.
18. **LIENS:** Because this is a public purchase, contractor shall hold the 1GPA Member harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the 1GPA Member will make payment.
19. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the 1GPA Member will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages, the successful Contractor shall agree to pay to the 1GPA Member liquidated damages in the amount of \$1,000.00 per calendar day (or as otherwise directed by 1GPA Member) for every day exceeding the established substantial completion date and \$500.00 for every day (or as otherwise directed by 1GPA Member) the contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The 1GPA Member, at its sole discretion, will determine what event(s) is beyond the control of the Contractor.
20. **PERFORMANCE AND PAYMENT BONDS:** The successful JOC contractor shall be required to furnish irrevocable security, binding the contractor to the awarded contract in the amount of 100% of the Guaranteed Maximum Price (GMP) for job orders that are at least \$100,000.00, or as otherwise requested by the 1GPA Member.

A performance bond in an amount equal to the full contract amount conditioned on the faithful performance of the contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the 1GPA Member.

SPECIAL TERMS AND CONDITIONS

A payment bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the contractor or his subcontractors in the prosecution of the work provided for in the awarded contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court. Bonds are to be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State in which the work is being done, or in a manner satisfactory to the 1GPA Member.

The required bonds must be payable to the 1GPA Member and be in their possession within ten (10) calendar days after receipt of purchase order or other notice of award. Bonds must be executed on forms substantially equivalent to the samples and format attached to this RFQ. Personal surety bonds are not accepted. If the contractor fails to execute the security documents, as required, the contractor may be found in default and the contract terminated. In case of default, the 1GPA Member reserves all rights to recover as provided by law.

21. **MEMBER DELAYS:** In accordance with AAC R7-2-1087(D) the Contractor will negotiate with the 1GPA Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.
22. **PROGRESS PAYMENTS:** AAC R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA Member. It is the responsibility of the 1GPA Member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approved, except that a percentage of all estimates shall be retained as provided in AAC R7-2-1104. If the 1GPA Member issues a written statement to the Contractor that the estimate of work is not approved and certified, the 1GPA Member may withhold an amount from the progress payment that the 1GPA Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in AAC R7-2-1105 (A). In such cases, the Contractor agrees to hold the 1GPA Member harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA Member will agree upon a schedule of payments based on identifiable milestones. If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

23. **RETENTION:** In accordance with R7-2-1104 and 41-2576 there shall be no retention for Job-Order Contracting construction services contracts.
24. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS

- 25. 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 stated in the Master Agreement are minimum requirements and in no way limit the indemnity covenants contained in this RFQ.

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

- 26. SPILLAGE:** Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.
- 27. 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.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. 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 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

- 28. FINGERPRINT & BACKGROUND CHECKS:** 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 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 shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

- 29. EMPLOYEE IDENTIFICATION:** All employees **must** check in at the front office of each Member site. The employee should have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the

SPECIAL TERMS AND CONDITIONS

employee shirt should have the company name on it. Failure to have any of these items may result with the employee being escorted off property.

SECTION I - SCOPE OF WORK

1. PURPOSE

The purpose of this RFQ is to develop a long-term contract with qualified General Commercial Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include open book pricing or Unit Price Book.

1GPA intends to award contracts to cover all of Arizona. Firms may also submit responses to include other states, however, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states. It is expected that contracts will be awarded to up to fifteen (15) General Commercial Contractors.

This will be a one (1) year contract with the option to renew for four (4) additional years for a total of five (5) years. In accordance with AAC R7-2-1112 (E)(1), ARS § 41-2580 (F)(1) and 34-605(F)(1) the maximum dollar amount of an individual job order for job-order-contracting construction services shall be one (1) million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to ARS Title 38, Chapter 3, Article 3.1.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,000. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. The items and/or services listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

1GPA currently holds contract 18-15PV Job Order Contracting – General Contractors. The contract is in its fifth and final year, expiring May 17, 2023, at which time the resultant contract from this solicitation will become effective. Current vendors that have been awarded 18-15PV contracts will need to respond to this RFQ in order to have the opportunity to continue servicing 1GPA Members.

This Job Order Contracting RFQ is in accordance with School District Procurement AAC R7-2-1106 through R7-2-1115, ARS § 34-604, and ARS § 41-2579. In accordance with AAC R7-1106 (A) PVUSD made a determination that use of Job Order Contracting is advantageous for the District.

3. TYPICAL WORK

- 3.1 Design Services: The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers

SECTION I - SCOPE OF WORK

under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

- 3.2 Construction services by the JOC Contractor may include, but are not limited to:
- 3.2.1 Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
 - 3.2.2 Assist with scoping and constructability issues.
 - 3.2.3 Provide project scheduling.
 - 3.2.4 Provide detailed cost estimating and knowledge of marketplace conditions.
 - 3.2.5 Provide value engineering as required.
 - 3.2.6 Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
 - 3.2.7 Coordinate with various Member departments and other agencies including utility companies, etc.
 - 3.2.8 Schedule and manage site operations.
 - 3.2.9 Bid, award, and manage all subcontracts while meeting the Member's project requirements and standards.
 - 3.2.10 Provide quality controls.
 - 3.2.11 Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
 - 3.2.12 Maintain a safe and clean work site for all project participants, Member's staff, and public.
 - 3.2.13 Coordinate removal of Hazardous Materials with the Member.
 - 3.2.14 For any project that exceeds \$100,000 (or as otherwise requested by the Member), the contractor must submit a 100% performance and payment bond and power of attorney.

4. PRICE BOOK

During the RFQ process, contractors shall not submit or communicate any information on fees, coefficients, price, man-hours or any other cost information. Accordingly, any sealed formal qualifications that contains any information of this type may, at the sole discretion of the evaluation committee, be deemed non-responsive and not be considered. This exclusion of information applies to the contractor's formal sealed qualifications and to all other aspects of the RFQ competition.

Acceptable methods of determining pricing may include unit price book or open book pricing. The 1GPA Member shall select the pricing method for a job order prior to requesting a price quote.

4.1 Unit Price Book (UPB):

- Firm-fixed coefficients are not subject to any adjustment.
- This method will need to be utilized when Contractor is self-performing. In addition, 1GPA Member may request at least three subcontractors be solicited for all self-performing work.

1GPA and PVUSD recognize the following as acceptable Unit Price Book. This information is not meant to be restrictive, other Unit Price Books may be considered. Contractor is to use the latest edition of the Unit Price Book.

- RS Means Data
- Construction Cost Data Books

SECTION I - SCOPE OF WORK

Firms shall provide a coefficient in the negotiation process to arrive at the net cost to 1GPA Members. In the event a certain material or equipment is not specifically listed within this Price Book, the Member reserves the right to negotiate the unit rate with the Contractor which may include competitive quoting through multiple subcontractors. [See Attachment A of the Master Agreement for additional pricing information.](#)

4.2 Open Book Pricing:

- Firm-fixed multipliers are not subject to any adjustment.

Open Book Pricing allows the contractor to apply subcontractor pricing quotes or total direct project costs to a predetermined General and Administrative percentage and profit mark-up.

Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, Contractor shall obtain firm price quotes from three contractors for each discipline applicable to the project. Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. The Contractor shall provide the Member with copies of subcontractor quotes and the basis for selection of each subcontractor. [See Attachment B of the Master Agreement for additional pricing information.\]](#)

- 4.3 Audits: Members may use an independent third party to audit quotes received from awarded contractors.

5. USE OF CONTRACT

- 5.1 1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their workload, subcontractor selection process, past experience with contractor, and other practices determined by the Member. 1GPA will not promote or suggest to any Member to compete the awarded contracts, as 1GPA does not believe this is the intent of Job Order Contracting Services.
- 5.2 Job Order Contracting Master Agreement: This agreement is enclosed with this solicitation and will be part of the awarded contract. Offeror should review the agreement and indicate if your firm is willing to sign this document, if awarded, as part of the agreement or provide any recommended changes.

SECTION II – EVALUATION PROCESS & CRITERIA

1. EVALUATION OVERVIEW

1.1 RFQ Process

1GPA intends to award contracts up to fifteen (15) General Commercial Contractors to cover all geographic locations in Arizona and possible other states. The evaluation committee shall evaluate all submittals in accordance with the defined criteria set forth in this Section, paragraph 4. The selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process. When 1GPA enters into the number of contracts specified in the request for qualifications, the procurement ends.

1.2 Interviews

Interviews will not be held.

1.3 Final List

In determining the construction 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 provided in this Section, paragraph 4. No other factors or criteria may be used in the evaluation, determinations, and other actions.

After the evaluation process, the selection committee will create a single final list with up to fifteen (15) firms and not more than twenty (20) firms in accordance with AAC R7-2-1108(B)(6)(b), ARS § 41-2579(C)(2)(d)(ii), and § 34-604(C)(2)(b)(ii).

As described below in 1.4, 1GPA and PVUSD will negotiate with up to twenty (20) firms to award up fifteen (15) contracts. 1GPA will notify the highest ranking firms as to the status on the final list before negotiations. Additionally, 1GPA will notify those firms that did not make the final list.

1.4 Negotiations

Negotiations shall be done in accordance with AAC R7-2-1110(D), ARS § 41-2579(E), and § 34-604(E) and include consideration of compensation and other contract terms that 1GPA determines to be fair and reasonable. In making this determination, 1GPA shall take into account the estimated value, the scope, the complexity and the nature of the Construction Services to be rendered.

1GPA shall enter into separate negotiations for contracts with the number of the highest qualified firms on the final list equal to the number of contracts to be awarded. If 1GPA is not able to negotiate a satisfactory contract with a firm with whom 1GPA has commenced negotiations, 1GPA shall formally terminate negotiations with that firm. 1GPA shall then undertake negotiations for a contract with the next most qualified person on the final list with whom 1GPA is not then negotiating and with whom 1GPA 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 persons on the final list.

If 1GPA terminates negotiations with a person on a final list and commences negotiations with another firm on the final list, 1GPA shall not recommence negotiations or enter into a contract or contracts with any firm with whom 1GPA has terminated negotiations.

2. EVALUATION COMMITTEE

The evaluation committee (also referred to as the selection committee) for this procurement shall consist of no less than five (5) and no more than seven (7) members as indicated below. The committee will remain the same throughout the entire evaluation process.

SECTION II – EVALUATION PROCESS & CRITERIA

- District Administrator(s) and/or Representative(s)
- 1GPA Administrator(s) and/or Representative(s)
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

3. PROPOSED SELECTION SCHEDULE

- Request for Qualifications Issued..... January 18, 2023
- Last Day for Questions..... February 10, 2023
- Due Date of RFQ Submittals..... February 23, 2023
- Evaluation Period..... February 24 – April 2, 2023
- Negotiations (Tentative)..... First Week in April
- Board Approval Date (Tentative)..... First Week in May

4. EVALUATION CRITERIA

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance (**1,000 Total Points Available**):

4.1 Method of Approach - (300 points)

Overall method of approach described by the offeror in how they would implement and execute a JOC program for 1GPA Members; The detail and thoroughness of the plan to include contract management, quality management and subcontractor management.

4.2 Experience and Expertise of Firm - (225 points)

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing long-term relationships with educational or public sector clients in performing a host of small to mid-range construction, renovation, and improvement work on a repeated basis as a licensed contractor in Arizona, and in other states if applicable.

4.3 Qualifications and Experience of Personnel - (225 points)

Overall qualifications and experience profiles represented by the personnel described by the offeror shall be considered. The education, certification, knowledge, tenure, and availability of the proposed personnel in providing a successful JOC program for 1GPA Members.

4.4 Organizational Strength - (200 points)

Financial condition of the offeror shall be reviewed to ensure long term viability, in addition to the offeror's safety record, bond capacity and ability to meet insurance requirements.

4.5 Responsiveness - (50 points)

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFQ submittal. The ability of the firm to accept the terms and conditions of this solicitation and Master Agreement that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**

SECTION III – SUBMITTAL REQUIREMENTS

ELECTRONIC SUBMITTAL

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Statement of Qualifications (SOQ) submittals will be time stamped when received by OpenGov Procurement. SOQ will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before due date and time to begin the uploading process and to finalize your submission.

REQUIREMENTS

Submission of an SOQ indicates that the offeror has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have been satisfied. All SOQ and materials submitted become the property of 1GPA and Lead Agency.

Each SOQ should be submitted on the forms and in the format specified in the RFQ Section IV. The material should be in sequence and related to the RFQ. 1GPA will not provide any reimbursement for the cost of developing or presenting SOQ in response to this RFQ. Each SOQ should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

30 PAGES MAX – Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, 1GPA will limit the total number of content pages to 30. Documents that **will not** be considered in this total shall be the cover page, table of contents, resumes, letters from financial or insurance institutions, and all other forms requested in this RFQ. Tabs or dividers can be used to reference each section and can include pictures or art work.

SECTION IV – SOQ FORMAT

Firms interested in providing job order contracting construction services outlined herein shall submit an electronic Statement of Qualifications (SOQ) through OpenGov procurement portal that addresses the following items and follows the format outlined below. Do not include any fees, prices, or any other pricing information with the SOQ. 1GPA intends to award contracts to cover all of Arizona. Firms may also submit responses to include other states, however, firms shall follow the laws of those states they are submitting and assure that this solicitation meets the requirements of those states.

VENDOR SUBMISSIONS –THROUGH OPENGOV PROCUREMENT SECTION 4

OPENGOV SECTION 1 – STATEMENT OF QUALIFICATIONS

A complete Statement of Qualifications (30 pages maximum) shall be prepared to include at least the following information:

TAB 1 – Basic Company Information

- 1-1 Basic company information to include the following: company name, address, telephone and fax numbers, email address.
- 1-2 Number of years in business (under the submitted name) and number of years operating in Arizona, and in other states if applicable.
- 1-3 Licenses(s) held by the firm.
- 1-4 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.).
- 1-5 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.
- 1-6 Indicate if any principal or individual has ever been convicted of a felony. Give a detailed explanation of the names/convictions.
- 1-7 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document as presented, if awarded, as part of the agreement.

TAB 2 – Experience and Expertise of Firm

- 2-1 Provide a statement of your expertise in providing job order contracting construction services over the past few years in the current construction market.
- 2-2 Provide a list of your current job order contracts. Include date of contract, contracting agency contact information, and value of contract.
- 2-3 Provide a description of your experience working on educational or public sector based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.
- 2-4 Identify the number of JOC projects completed over the past three (3) years and provide the following information:
 - a. How many projects were between \$1.00 and \$100,000
 - b. How many projects were between \$100,001 and \$250,000
 - c. How many projects were between \$250,001 and \$500,000
 - d. How many projects were between \$500,001 and \$1,000,000
 - e. How many projects were over \$1,000,000

SECTION IV – SOQ FORMAT

- 2-5 Referencing the same identified JOC projects in question 2-4 above, indicate which projects were completed and quoted using a Unit Price Book and those quoted using Open Book Pricing.
- 2-6 Referencing the same identified JOC projects in question 2-4 above, indicate which regions of the State those projects were completed, as follows:
- Region 1 – Maricopa, Pinal, Gila Counties
 - Region 2 – Pima, Santa Cruz Counties
 - Region 3 – Coconino, Yavapai Counties
 - Region 4 – La Paz, Yuma Counties
 - Region 5 – Graham, Greenlee, Cochise Counties
 - Region 6 – Mohave County
 - Region 7 – Navajo, Apache Counties

TAB 3 – Qualifications and Experience of Personnel

- 3-1 Provide information about the firm's personnel resources (average size of work force, position classifications, location/s, including support staff and office workers, etc.).
- 3-2 Provide an organizational chart for your firm.
- 3-3 Explain your process for assigning key personnel to job orders for 1GPA Members located across Arizona (and other states if applicable).
- 3-4 Explain how you ensure the assigned key personnel remains the same through project completion.
- 3-5 Provide detailed information for personnel available from pre-construction through project warranty phase (such as general management, project management, estimators, engineers, superintendents, etc.). Include the following information for all personnel:
- a. education, certifications, and training
 - b. number of years with the firm
 - c. knowledge of JOC services
 - d. knowledge of practices using the pricing methodologies outlined in this RFQ
 - e. current project assignments and availability

TAB 4 – Method of Approach

- 4-1 Contract Management Plan
- a. Provide a statement of your plan for performing and managing the work.
 - b. Identify the specific software program(s) your firm uses in developing job estimates. Provide a sample of a typical job estimated using your software program(s).
 - c. Explain how you plan to ensure prompt responses to job order requests.
 - d. Provide your plan for responding to and performing multiple job orders at the same time.
 - e. Explain your understanding and method of approval of adjacent ways.
 - f. Explain what limitations you have geographically or in the number of simultaneous job orders.
 - g. Explain how you plan to absorb new projects in light of existing workload.
 - h. Describe the firm's philosophy on self-performing any of the trade work.
- 4-2 Quality Management Plan
- a. Explain how you set goals and monitor the performance of your company.
 - b. Explain how you inspect the work to ensure quality and safety.

SECTION IV – SOQ FORMAT

- c. Explain how you stay on schedule.
 - d. Explain your complaint and dispute resolution procedure.
 - e. Explain the warranty procedure process and response time for future issues.
- 4-3 Subcontractor Management Plan
- Describe the firm's subcontractor management plan to include the following:
- a. Subcontractor selection plan based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.
 - b. Subcontractor recruitment
 - c. Controversies and claims related to work performed by subcontractors

TAB 5 – Organizational Strength

- 5-1 Provide a letter from your bonding company indicating the following information: your firm's maximum cumulative bonding limit; your firm's single project limit; and your firm's current available bonding capacity.
- 5-2 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 contractor must provide a certificate that names the 1GPA Member as additional insured.
- 5-3 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.
- 5-4 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above.
- 5-5 Identify any judgments or liens against your firm within the past three (3) years.
- 5-6 Identify any current unresolved bond claims against your firm.
- 5-7 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.
- 5-8 Identify any filing under the U.S. Bankruptcy Code over the past three (3) years.
- 5-9 **FINANCIAL STATEMENTS SUBMITTED SEPARATELY – Provide audited (preferred) financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. Financial statements will be considered confidential. Provide this information in a separate upload in the OpenGov Procurement Portal where indicated. DO NOT include financial statements in your proposal/SOQ submittal. The financial statements will not count towards the 30 page maximum.**

OPENGOV SECTION 2 – OTHER FORMS

Other forms (as referenced below) under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.

- Offer & Contract Acceptance Form
- 2CFR Section 200 Certification Form
- Antitrust Certification Form
- Confidential Proprietary Submittal Form
- Debarment Certification Form
- Geographical Locations Questionnaire
- MWBE and HUB Form
- Non-Collusion Affidavit Form
- IRS W-9 Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of _____,
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the **Name of 1GPA Member goes here** (hereinafter called the Obligee) in
the amount of _____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____, 20_____, for the material, service or construction
described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the **Name of 1GPA Member goes here.** (hereinafter called the Oblige) in
the amount of _____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____
day of _____, 20_____, to construct and complete a certain
work described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

BY _____


Surety Seal

BY _____

Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

1GPA utilizes the OpenGov Procurement portal to accept electronic responses. For technical questions related to your submission, please contact OpenGov Procurement by clicking on the blue chat button  on the bottom right corner of the procurement portal.

You can also find Vendor Guides at <http://help.procurenw.com/en/collections/1392366-vendor-guides> and Vendor Training Videos at <https://help.procurement.opengov.com/en/articles/5815468-opengov-procurement-vendor-training>

Please follow these instructions to submit via the OpenGov Procurement portal.

1. Create a OpenGov Procurement Account:

- Register to access solicitation documents and upload responses using the link below by selecting "Subscribe" to create an account.
- To get detailed notifications and updates about a specific project, navigate to the project's main page, and click "Follow". Ultimately it is the sole responsibility of each Bidder/Offeror to periodically check the OpenGov Procurement site for any amendments/addenda.

2. Prepare your submission materials:

- **Do not embed** any documents within your uploaded files, as they may not be accessible or evaluated.

3. Upload your submission at: <https://procurement.opengov.com/portal/1gpa>

- Your submission must be uploaded, submitted, and finalized prior to the Due Date and Time of
FEBRUARY 23, 2023 AT 1:00 PM MST ARIZONA TIME OR AS AMENDED
- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before the Due Date to begin the uploading process and to finalize your submission.

4. Important Notes:

- Requested Information and Documents are sealed and not visible to 1GPA until after the Due Date and Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Edge and Safari and can be accessed on all Android and IOS devices.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CHASSE BUILDING TEAM, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the term and conditions of this Agreement and the 1GPA Contract No. 23-15PV-02 Job Order Contracting for General Contractors, the City of Glendale is retaining Chasse Building Team, Inc. to provide General building/site construction, various remodeling, additions, new construction, re-roofing, electrical/plumbing, HVAC installation, site enhancements, painting and general improvements as directed Projects may include but not limited to those listed below:

- Fire Station Extractor and Clean Room
- Sine Building Covered Parking
- Glendale Ops Campus Bldg. E Transfer Station Retrofit
- Car Wash Replacement
- Spring City Demolition
- Water Trailers T & R Exterior Enhancement
- ADA Program Retrofits

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CHASSE BUILDING TEAM, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with the Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$2,500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay the contractor compensation in accordance with the rates as set forth in the Paradise Valley Unified School District, Contract No. 23-15PV-02 Job Order Contracting for General Contractors, to provide general building and site construction to the City of Glendale facilities on an as-needed basis.

ENTITY INFORMATION

Search Date and Time: 5/23/2023 10:18:34 AM

Entity Details

CHASSE BUILDING TEAM, INC.

Entity Name:

13834012

Entity ID:

Domestic For-Profit (Business) Corporation

Entity Type:

Active

Entity Status:

8/22/2007

Formation Date:

In Good Standing

Reason for Status:

8/21/2018

Approval Date:

8/22/2007

Status Date:

Original Incorporation Date:

Perpetual

Life Period:

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CONTRACTOR

Last Annual Report Filed:

2022

Domicile State:

Arizona

Annual Report Due Date:

8/22/2023

Years Due:

Original Publish Date:

9/10/2007

Statutory Agent Information

Name:

JULIE A PACE

Appointed Status:

Active

Attention:

Address:

MESSNER REEVES LLP, 7250 N. 16TH STREET, SUITE 410, PHOENIX, AZ 85020, USA

Agent Last Updated:

2/22/2022

E-mail:

Attention:

Mailing Address:

County:


Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	JASON SWITZ		230 S. Siesta Lane, TEMPE, AZ, 85281, Maricopa County, USA	10/1/2017	8/22/2019
Director	BARRY JOHN CHASSE		230 S. Siesta Lane, TEMPE, AZ, 85281, Maricopa County, USA	8/22/2007	8/22/2019
Shareholder	BARRY JOHN CHASSE		230 S. Siesta Lane, TEMPE, AZ, 85281, Maricopa County, USA	8/22/2007	8/22/2019
President	BARRY JOHN CHASSE		230 S. Siesta Lane, TEMPE, AZ, 85281, Maricopa County, USA	8/22/2007	8/22/2019
Secretary	JASON SWITZ		230 S. Siesta Lane, TEMPE, AZ, 85281, Maricopa County, USA	10/1/2017	8/22/2019

[< Previous](#)

 Page 1 of 2, records 1 to 5 of 9

Address 

Attention:

Address: 230 S Siesta Lane, TEMPE, AZ, 85281, USA

County: Maricopa

Last Updated: 2/22/2022

Entity Principal Office Address

[Privacy Policy \(http://azcc.gov/privacy-policy\)](http://azcc.gov/privacy-policy) |
 [Contact Us \(http://azcc.gov/corporations/corporation-contacts\)](http://azcc.gov/corporations/corporation-contacts)

Attention:

Address:

County:

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