

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MCCARTHY BUILDING COMPANIES, INC.**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and McCarthy Building Companies, Inc., a Missouri corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On May 17, 2023, a member of the 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District Cooperative Purchasing Agreement, entered into a Contract No. 23-15PV-10, Job Order Contracting for General Contractors (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

**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.**

- A. As provided in the Cooperative Agreement, purchases could be made by governmental entities from the date of award, which was May 17, 2023, until the date the contract terminated on May 17, 2024, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Agreement was extended for a one-year period pursuant to an Extension Agreement executed on April 5, 2024. The Cooperative Agreement may be extended for additional one-year periods but may not be extended beyond May 17, 2028. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 17, 2025.
- B. The City may extend the term of this Agreement for three, one year period if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date.

Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 three million dollars (\$3,000,000) for the entire term of the Agreement (initial term plus any extensions).

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 Sonia Sarmiento  
6210 W. Myrtle Ave., Suite 111  
Glendale, AZ 85302

and

McCarthy Building Companies, Inc.  
c/o Matt Lyons  
6225 N. 24<sup>th</sup> Street, Suite 125  
Phoenix, AZ 85016

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

McCarthy Building Companies, Inc.,  
a Missouri corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

By: \_\_\_\_\_

  
Name: Antonya Williams  
Title: Executive Vice President Operations

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MCCARTHY BUILDING COMPANIES, INC.**

**EXHIBIT A  
1GOVERNMENT PROCUREMENT ALLIANCE (IGPA), PARADISE VALLEY UNIFIED  
SCHOOL DISTRICT COOPERATIVE CONTRACT NO. 23-15PV JOB ORDER  
CONTRACTING FOR GENERAL CONTRACTORS.**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MCCARTHY BUILDING COMPANIES, INC.**

**EXHIBIT B  
Scope of Work**

In accordance with the terms and conditions of this agreement and 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District Cooperative Contract No. 23-15PV-10, the City of Glendale is retaining McCarthy Building Companies, Inc. to perform miscellaneous construction and repair services, including limited pre-construction design services, for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to City of Glendale Facilities on an as-needed basis.



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. 32<sup>nd</sup> 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](mailto:cleon@1GPA.org) (Phone 602-625-0902).

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

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

Date Issued: January 18, 2023

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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\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.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 Scope 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](mailto: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** – Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** – 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 with 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](mailto: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 debarment 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/faq_form1295.html)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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 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\_\_\_\_\_, 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  
MCCARTHY BUILDING COMPANIES, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with 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 Statement of Work must not exceed \$3,000,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

The City shall pay contractor compensation in accordance with the rates as set forth in the 1 Government Procurement Alliance (1GPA), Paradise Valley Unified School District Cooperative Contract No. 23-15PV-10, for Job Order Contracting to perform miscellaneous construction and repair services, including limited pre-construction design services, for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to City of Glendale Facilities on as-needed basis.