



Tolleson Union High School District #214  
9801 W Van Buren Street. Tolleson, AZ 85353

Due Date and Time:  
Tuesday – September 26, 2023,  
1:00pm Arizona Time

Purchasing Department

**RFQ #24-08-28 CM@R New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy**

MATERIAL AND/OR SERVICE: CM@R New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy

Proposal Due Date and Time: Tuesday – September 26, 2023, 1 :00 pm Arizona Time

Opening Location: Tolleson Union High School District  
Purchasing Department  
9801 West Van Buren Street  
Tolleson, AZ 85353

Pre-Bid Meeting: Thursday – September 7, 2023, 11:00am Arizona Time  
9801 W. Van Buren Street  
Tolleson, AZ 85353

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposal for specified professional services and construction using the alternative project delivery methods for the materials or services specified will be received by the Tolleson Union High School District No. 214, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Statement of Qualifications shall remain confidential until award is made. If you need directions to our office, please call 623-478-4000.

Qualifications shall be in the actual possession of the district, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered. The official time will be determined by the clock designated by the school district.

Qualifications must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All statements of qualifications must be written legibly in ink or typewritten. Additional instructions for preparing a statement of qualifications are provided herein.

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

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

Contact: Lourdes Banuelos  
Assistant Director of Business Services  
Email: Lourdes.banuelos@tuhsd.org

Phone:  
623-478-4066

Authorization: 

Date: 8/31/2023

This solicitation document originated on the AZPurchasing.org website. If you obtained this document from any other source, whether a physical copy you picked up from the District, or from a third-party bid outsourcing firm, we strongly recommend you register for free at <http://www.azpurchasing.org/vendorform.asp>. Navigate to the Current Bids page and download the main bid document, including any attachments or addendums. When you download the main bid document from the AZPurchasing.org website, you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary addendums and attachments may be passed along for your completion.



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**DOCUMENTS REFERENCED:**

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

**Arizona:**

Arizona Revised Statutes (A.R.S.) is available at  
<https://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)

**Federal:**

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326  
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**TollesonUnionHighSchoolDistrict:**

Purchase Order Terms and Conditions  
[https://tb2cdn.schoolwebmasters.com/acct\\_180232/site\\_180233/Documents/TollesonUnionPOTermsConditions.pdf](https://tb2cdn.schoolwebmasters.com/acct_180232/site_180233/Documents/TollesonUnionPOTermsConditions.pdf)

<https://www.tuhsd.org/Purchasing>



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**STATEMENT OF “NO BID”**

If you are **not** responding to this service/commodity, please complete and return only this form to: Tolleson Union High School District, 9801 W. Van Buren Street, Tolleson, AZ 85353, or email it to the attention of the Purchasing Department [lourdes.banuelos@tuhsd.org](mailto:lourdes.banuelos@tuhsd.org). (Please print or type, except signature)

Failure to respond may result in deletion of Offeror’s name from the qualified Bidder’s list for the Tolleson Union High School District.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

We, the undersigned, have declined to respond to your solicitation referenced above because of the following reasons:

Service/Commodity

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to this solicitation.

\_\_\_\_\_ Remove our name from this list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet all insurance requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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**SPECIAL TERMS AND CONDITIONS**

1. District Representative

In accordance with the “Uniform Instructions to Offerors,” paragraph seven, the District Representative is Lourdes Banuelos, Assistant Director of Business Services.

2. District Background

Tolleson Union High School District is comprised of 6 comprehensive high schools, approximately 1300 employees and annual enrollment of more than 13,000 students.

3. Purpose

Pursuant to provisions of the School District Procurement Rules, Tolleson Union High School District intends to establish a contract for Construction Manager at Risk (CM@R) (pre-construction and construction) Services for the New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy.

This RFQ is being issued pursuant to A.R.S. §15-213 under which the District may procure construction manager at risk services as provided in Title 41, Chapter 43 of the Arizona Revised Statutes. Therefore, in accordance with the specifications contained herein and in compliance with the School District Procurement Rules.

This Request for Qualifications shall not commit the District to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the District’s best interest to do so. The District will award to one firm only, but may use multiple GMPs.

Architectural Services will be provided by ADM Group, Inc.

4. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase; however funds are not currently available. Any contract awarded under this proposal will be conditioned upon the availability of funds.

5. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the School District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the School District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School District.

Successful Offeror shall be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Tolleson Union High School District No. 214 as an additional insured party.

Successful Offeror shall be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.



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District reserves the right to terminate any contract agreement if the Contractor fails to maintain such insurance coverage.

6. Licenses

The Contractor must be licensed in the State of Arizona and must identify the license numbers and type of license as they pertain to this solicitation package. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

7. Affordable Care Act

Offeror understands and agrees that is shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

8. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

O.S.H.A. Guidelines: The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

Contractor shall pay for all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

Safety Standards: The CM@Risk contractor shall protect all furnishings from damage and shall protect the School District's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The contractor shall confine his equipment, storage of materials, and the operation of his workers to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful contractor shall take all necessary precautions for the safety of students, school employees, and public, and shall comply with all applicable provisions of Federal, State, and Municipal Safety Laws. Contractor agrees that he is fully responsible to the District for the acts and omissions of any and all persons, whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the District from claims or damage for personal injury, including death, which may arise from operations under this contract.

9. Fingerprinting

Per A.R.S. §15-512, an Offeror, 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 obtain a valid fingerprint clearance card



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pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. §41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Offeror, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing board fingerprinting policies of each individual School District. The fingerprints must be received prior to the commencement of any work at the campus facility, including pre-construction services.

10. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules, Arizona Administrative Code, R7-2-1116. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

11. Clarification of Qualification Requirements

It is the responsibility of all vendors to examine the Request for Qualifications package and seek clarification of any item or requirement that may be clear or unclear to them and to check all submittals for accuracy before submittal to the District. Any questions regarding the Request for Qualifications shall be in writing and forwarded to Lourdes Banuelos, Assistant Director of Business Services, [lourdes.banuelos@tuhsd.org](mailto:lourdes.banuelos@tuhsd.org).

12. Integrity of Bid

By signing this proposal, the offeror affirms that he has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted proposal. The submission of the proposal did not involve collusion or other anti-competitive practices, and that the vendor shall not discriminate against any employee, or application for employment in violation of Federal and State laws. Failure to sign the RFQ, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

13. Public Record

Under applicable law, all qualifications submitted and opened are public records and shall be retained by the School District. All submittals shall be open to public inspection after Contract award, except for such items deemed to be confidential by the School District. If an Offeror believes that information in its submittal should remain confidential or is proprietary, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District Procurement Code.

14. Confidential Information

Confidential information request: If an Offeror believes that its response contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the response, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform offeror in writing of such determination.



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Pricing: The District will not consider pricing to be confidential or proprietary.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A.1.u).

15. Terms of Award

It is the intent of the District to award a multi-term contract, beginning immediately after Governing Board award and continuing until project is complete. If all conditions are met during this period of time, this contract can be extended, if funding is available, for additional one-year periods or until final Certificate of Occupancy is received. However, this contract may not exceed a 5-year duration, and no contract exists unless and until a purchase order is issued each fiscal year.

16. Responsibility

Pursuant to Arizona School District Procurement Rules R7-2-1075 and R7-2-1076, the District shall make an initial or threshold determination of whether an offeror is responsible within the meaning of these rules. Rule R7-2-1001(109) defines a responsible offeror as a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Pursuant to Rule R7-2-1075, a proposal shall be rejected in whole or in part if the offeror is determined to be nonresponsible pursuant to R7-2-1076. If an offeror is determined to be nonresponsible, the District shall make such a determination in writing stating its basis, shall promptly send a copy of such written determination to the offeror, and shall file a copy of the determination in the procurement file. A finding of nonresponsibility shall not be construed as a violation of the rights of any person. Factors to be considered in determining whether an offeror is responsible include:

1. The bidder or offeror's financial, material, personnel or other resources, including subcontracts;
2. The bidder or offeror's record of performance and integrity;
3. Whether the bidder or offeror has been debarred or suspended; and
4. Whether the bidder or offeror is qualified legally to contract with the school district.

A. To allow the District to evaluate your record of performance and integrity:

1. Please state whether you have sued or been sued by an Arizona school district, and if so, identify the lawsuit, case number, and court.
2. Please state whether you have been made aware of any investigations instituted against you by the Arizona Auditor General, Attorney General, or a county attorney's office within Arizona.
3. Please identify all contracts you have performed in the last five years of a similar nature with Arizona school districts.
  - For each such contract, identify whether you completed it or were terminated.
  - If you were terminated, state the reasons given by the District.
  - If you completed the contract, identify whether:
    - o Any deductive change orders were issued, and if so state the reasons.
    - o You completed on or before the stated completion date.
    - o The district raised any quality-of-performance issues with you, and if so identify them.
    - o The district alleged you engaged in any overbilling practices, that you violated the School District Procurement Rules or the USFR or made improper gifts under A.R.S. § 15-213, or that you otherwise violated applicable laws, rules, or regulations in the performance of such contracts.

B. To allow the District to evaluate whether you have been debarred or suspended:





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For the last five years:

1. Please state whether any public agency has instituted any debarment proceedings against you.
- C. To allow the District to evaluate whether you are qualified legally to contract with the school district, please disclose:
  1. All licenses you currently hold from the Arizona Registrar of contractors, providing the license number(s), date(s) of issuance, and license classification(s).
  2. Whether any licenses issued to you by the Arizona Registrar of Contractors ever has been revoked or suspended, and if so, state when an order of suspension or revocation was issued and the duration.
  3. State whether you have been convicted of a felony, and if so, identify the court, the date of entry of judgment of conviction, and the sentence.
  4. If you are a corporation, limited liability company, partnership, or joint venture, state whether any of your principals have been convicted of a felony, and if so, identify the court, the date of entry of judgment of conviction, and the sentence.

As required by A.R.S. § 41-2540(B), information furnished by a bidder or offeror pursuant to this Section shall not be disclosed outside of the school district without prior written consent by the bidder or offeror except to law enforcement agencies.

17. Contract Award

It is anticipated that a contract under this RFQ will be awarded to a single offeror.

18. DistrictContact

After the establishment of a contract, the District contact person who will work with the successful vendor, furnish information, answer questions, direct vendor efforts, provide guidance, etc., is: Gabriel Martinez, Director of Facilities, [Gabriel.martinez@tuhsd.org](mailto:Gabriel.martinez@tuhsd.org), 602-329-1438.

19. Billing

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders at [AP@tuhsd.org](mailto:AP@tuhsd.org). All invoices shall list the PO number and shall identify the specific item(s) being billed. All purchase orders issued by the District will refer to the RFQ number. Should this project extend beyond the first fiscal year, vendor is hereby notified that all billing invoices shall be submitted against the appropriate fiscal year in which the work was completed.

20. Assignment

No right or interest in this contract shall be assigned by the vendor, and no delegation of any duty of the vendor shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. ModificationofContract

The contract may be modified only by a formal contract amendment or change order, executed by an authorized representative of the District and the Offeror.

22. Interpretations,Amendment

Should a firm find discrepancies in, or omissions from, the RFQ documents, or should they be in doubt as to their meaning, they shall at once notify the owner who will send a written Amendment to all interested parties. The owner will not be responsible for oral instructions or information. **Questions must be received at least 7 days** before the RFQ opening or will not be answered.





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23. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement form of the RFQ.

It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.

24. Changes to Work

The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District. All changes shall be documented by formal amendment or change order to the contract.

25. Deviations to Offer

The respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms on the Deviations and Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFQ may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

26. Right to Assurance

If the District in good faith has reason to believe that the Offeror does not intend to or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Offeror give a written assurance of intent or ability to perform. Failure by the Offeror to provide written assurance within the number of days specified in the demand may, at the School District option, be the basis for terminating the Contract.

27. Incorporation by Reference

The Arizona State Board of Education School District Procurement Rules, Arizona Administrative Code, R7-2-1001 through R7-2-1195, and the Tolleson Union High School District policies and procedures, where applicable, are incorporated herein by the reference and are made a part of this document as if they are fully set forth herein.

28. Choice of Law

The contract shall be governed by the laws of the State of Arizona and lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona. Both parties agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.

29. Severability

The provisions of the 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 which may remain in effect without the invalid provision or application.

30. Submittal Cost

All costs for preparation, submittal and /or delivery incurred by the submitted are the sole responsibility of the offeror and will not be paid by the District.

31. Contract Type

This Request for Qualifications (RFQ) document, firm's response, and the formal District Contract and General Conditions



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between Owner and Construction Manager at Risk will become the controlling contract documents for this procurement.

32. Registered Sex Offender Response

No employee of the vendor, or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, may perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. A violation of this condition may result in the cancellation of this contract at the District's discretion.

33. Extension or Cancellation of RFQ

This RFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. The District reserves the right to extend the date by which the submittals are due. The District reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFQ all respondents of record will be notified in writing by the District. The District reserves the right to request additional information and/or clarifications from any and/or all Offerors to the RFQ.

34. Inquiries

All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via email. Offerors shall not contact or ask questions of the school or department, any evaluation committee member, the Superintendent, or any Governing Board member. Any email correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number in the subject line of said email. All questions received 96 hours prior to the RFQ due date shall be responded to as soon as possible.

35. Submittal Opening

Qualification 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 the District. 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 District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

36. Time Stamp for Submittals

Submittals will be time stamped and or logged when received. They will be accepted up to, but no later than, the time indicated in the Request For Qualifications (RFQ). All submittals received after the time stated in the RFQ will not be considered and will be returned to the vendor, at vendor's expense, unopened upon request. Late submittals that are not returned to the vendor shall be destroyed 30 days after contract award. The vendor assumes the risk of any delay in the U.S. Mail and/or any other courier/delivery service. Whether sent by mail or by means of personal delivery, the vendor assumes responsibility for having his RFQ deposited on time at the place specified.

The official clock for determining the time shall be that utilized by the Purchasing Department at the place RFQ's are received and stamped.

37. Liquidated Damages

If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District 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 District liquidated damages in the amount as negotiated in the final contract, per calendar day for every day exceeding the established substantial completion date and in the amount negotiated in the final contract for every day 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 District, at its sole discretion, will determine what event(s) is beyond the control the Contractor.



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38. Training on Equipment

The successful contractor shall be required to give whatever instructions are necessary in the operation and care of the equipment furnished to the persons employed by the District to operate, use, or maintain this equipment, so as to qualify them thoroughly for the proper operation and/or maintenance of the equipment.

39. Performance Bond

The successful CMAR contractor shall be required to furnish a non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Tolleson Union High School District.

Performance security shall be in the form of a performance bond. This security must be in the possession of the District Purchasing Department within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in Arizona, or in a manner satisfactory to the District.

40. Payment Bond

The successful CMAR contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.

Failure to deliver the required Bond will result in Contractor's bid being rejected, its Bid Security shall be enforced.

41. Permits

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any and all permitting. The installation shall be in complete compliance with all federal, state, and city codes.

42. Liens

Because this is a public purchase, contractor shall hold the District 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 District will make payment.

43. Liens Waivers

Pursuant to A.R.S. 33-1008 standard lien waivers are to be submitted on all construction projects. The District requires the original copy to be submitted. A copy of the waivers is included in the bid document.

44. Fire Protection

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for



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immediate use by the workmen using the above-mentioned equipment.

45. Use and Occupancy

The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect and owner.

46. Barriers

The contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

47. Site Inspection

Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

48. Clean Up

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery and surplus materials.

If the contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

49. Spillage

Contractor will be responsible for the cleanup of a contamination or spillage resulting from the delivery and unloading. 0. Inspection

50. Inspection

All materials, service, or construction shall be subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at vendor /contractor's risk and may be returned to vendor/contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the vendor/contractor.



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**SCOPE OF WORK**

1. Purpose

Pursuant to provisions of the School District Procurement Rules, Tolleson Union High School District intends to establish a Construction Manager at Risk (CM@R) (pre-construction and construction) Services for the New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy.

This RFQ is being issued pursuant to A.R.S. §15-213 under which the District may procure construction manager at risk services as provided in Title 41, Chapter 43 of the Arizona Revised Statutes. Therefore, in accordance with the specifications contained herein and in compliance with the School District Procurement Rules.

This Request for Qualifications shall not commit the District to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the District's best interest to do so. The District will award to one firm only, but may use multiple GMPs.

2. Project Description

The project is briefly presented in the following paragraphs.

Architect of Record: ADM Group | 2100 W 15<sup>th</sup> St, Tempe AZ 85281

Site Location: 9801 W Van Buren St. Tolleson, AZ 85338

**Phase 1: New Tolleson District Facilities Warehouse**

Project consists of a new 24,711 SF masonry and steel administration building with a pre-engineered metal warehouse building on a fully renovated existing 4.68-acre lot. The site for the new Warehouse is located south of Wolverine Way, west of the current Warehouse site and north of Harrison Street. Building materials consist of integral colored masonry, box ribbed and smooth faced metal panels, and painted steel canopies at outdoor workspaces. Other features include truck dock and trash well, steel canopy wash bay, electrical charging stations for district golf carts, and outdoor laydown yard. Parking for the facility shall be provided in the quantity of 92 total parking stalls, including 4 stalls for accessible access.

Anticipated/Estimated Construction Start: January 2024

Anticipated/Estimated Project Substantial Completion: October 2024

***Estimated Budget:***

District Facilities Warehouse \$18,000,000

**Phase 2: New Building for Lighthouse Academy | New Building for Continuing Education Academy/Distance Learning Academy**

Tolleson Union High School District will be developing new facilities for the Lighthouse Academy (LHA) and Continuing Education Academy/Distance Learning Academy (CEA/DLA). The new facilities will be located on the District's property north and south of the new Tolleson Facilities Warehouse.

**Lighthouse Academy Building**



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Project consists of a new masonry and steel building. Building conceptually has been programmed to be between 12,000-20,000sf, single story building, and will include classrooms, administration, media center, kitchen, and dining space. The new LHA Building will be located north of the new Facilities Warehouse Building.

Anticipated/Estimated Construction Start: May 2024

Anticipated/Estimated Project Substantial Completion: May 2025

CEA/DLA Academies Building

Project consists of a new masonry and steel building. Building conceptually has been programmed to be between 25,000-38,000sf. The two-story building will include classrooms, administration, media center, warming kitchen, and dining space on the first floor, with administration and office space on the second floor. The new CEA/DLA will be located south of the new Facilities Warehouse Building.

Anticipated/Estimated Construction Start: May 2024

Anticipated/Estimated Project Substantial Completion: May 2025

***Estimated Budget:***

Distance Learning Academy and Continuing Education Academy \$14,000,000  
Lighthouse \$9,000,000

3. Pre-Construction Services

The CM@Risk will provide the following pre-construction services that may include, but are not limited to the following:

- A. Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.
- B. Consult with the District and architect and/or engineer regarding site use and improvements, phasing of the various projects, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective.
- C. Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets and possible economies.
- D. Prepare and periodically update a preliminary project schedule for the architect's and/or engineer's review and the District's approval. At a minimum, this schedule shall be updated on a monthly basis.
- E. The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, architect and/or engineer and CM@Risk. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
- F. When each design phase documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The team will not proceed until the cost estimate is within the specified budget limits.
- G. During the preparation of the construction documents, the CM@Risk shall update and refine the cost estimate



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when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget or GMP if already established and approved, the CM@R shall make recommendations to the District and architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal for owner approval.

- H. The CM@Risk will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.
- I. The firm shall recommend to the District and architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.
- J. The CM@Risk will provide constructability studies and reviews at intervals as agreed to during contract negotiations.
- K. Prepare GMP, provide all cost/estimating information to District.

4. Construction Services

Construction services may not commence until the District and the CM@Risk agree upon the terms of a GMP contract. If the District and the CM@Risk are unable to agree upon the terms of a GMP contract, the District reserves the right to end the association and prepare a new solicitation. The CM@ Risk will assume the risk of delivering the Project through a Guaranteed Maximum Price contract. The CM@Risk will be responsible for construction means and methods.

The CM@Risk will provide the following construction services that may include, but are not limited to, the following:

- A. The CM@Risk will be responsible in assuring that subcontractors abide by all law, code, statute, insurance, bonding and license requirements.
- B. Enter into “At Risk” contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the proposed.
- C. Schedule and conduct pre-construction meetings if applicable.
- D. Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:
  - 1. Regular job site meetings and minutes.
  - 2. Maintain daily on-site project log and schedule report.
  - 3. Oversee quality assurance testing and inspection programs.
  - 4. Maintain master set of construction documents on site to include all ASI’s and supplemental sketches and provide copies to all subcontractors concerned.
  - 5. Maintain financial project status reports.
  - 6. Coordinate with District, civil engineer, Architect, municipalities, and utilities
- E. Develop, update and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- F. Report schedule variances and prepare recovery plans.
- G. Coordinate special consultants and testing lab services contracted by owner as required.
- H. Administer post building close-out and two-year warranty collection, start-up and transition to operation.





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- I. Provide construction program accounting and reporting to the District as required.
- J. Work with architect and/or engineer and District personnel on the project and submit pay request for approval, issue RFI's when necessary, and assist the owner and architect as required for the timely completion of the project.
- K. Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.
- L. Bid, award and manage all construction related contracts and subcontracts
- M. Bond and insure construction.

**Required Submittal Information**

All interested and qualified Offerors are invited to submit a Proposal for consideration. Submission of a Proposal 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.

Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Proposals should be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

All proposals and materials submitted become the property of the District.

**A. ORIGINAL**

One (1) original must be submitted. The original offer should contain all original signatures. The outside of the original copy should be marked with the company name, RFQ #24-08-28, CMAR and "ORIGINAL" on the cover in large easy-to-read letters.

**B. HARD COPIES**

Seven (7) fullcopies of the proposal should be submitted. Each copy should be marked with the company name, RFQ #24-08-28, CMAR and should be sequentially numbered "COPY NO. 1", "COPY NO. 2", "COPY NO. 3", etc.

**C. DIGITAL COPY**

One (1) full digital copy (thumb drive) of the information requested in this section should be submitted. The Digital Copy must include scanned signatures.

**D. PERFORMANCE EVALUATION SURVEY**

1. Each Offeror is responsible for sending out survey questionnaires to previous or current clients. The client should complete the survey and return the form directly back to the District by email to [Lourdes.banuelos@tuhsd.org](mailto:Lourdes.banuelos@tuhsd.org) The Survey will be used to by the District in the evaluation of the Statement of Qualifications.
2. Please complete the top portion of the form as indicated. Forward to current or previous clients that you have provided a similar scope of work. All client reference should be different. Client reference will complete the survey and submit it directly to the District by the time and date indicated. The maximum number of surveys that will receive credit is three



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(3). If more than five surveys are received, the District will use the **first three (3) received**.

**E. SUBMITTAL PACKAGE**

1. The Tolleson Union High School District #214 will not assume responsibility for any costs related to the preparation or submission of the Proposal.
2. Each firm shall be limited in the total number of pages submitted as part of their package. Due to the Offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the District will limit the total number of **content pages to 30 (single sided using minimum 10 point font)**. Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, tab pages, required forms. The tab pages will be used to reference each section and can be used for pictures or art work. The District has attempted to streamline the amount of required information as noted below. Firms are strongly encouraged to present their qualifications in strict accordance with the noted outline.
3. The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CMAR services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

Tab 1	<b>BASIC COMPANY INFORMATION</b> A. Company name B. Address C. Telephone number D. Fax number E. Email address F. Number of years in business, including all name changes, and years in operation within the Phoenix metro area. G. If the firm has more than one office, provide specific information about the parent company and administering branch offices H. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.) I. List the Arizona professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm. (insert a copy if available) J. Provide a statement indicating that your firm will warranty all work for a minimum of two years from final completion. K. Provide a statement indicating what your firm has done to support the betterment of school districts in Arizona.
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Tab 2	<p><b>ORGANIZATIONAL STRENGTH</b></p> <p>A. Financial statements prepared by a certified public accountant representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings. In lieu of audited financial statements, firm may provide a current letter from their financial institution indicating the range of credit available to them. Letter should indicate confidence in the firm's stability.</p> <p>B. Provide a statement describing the firm's bonding capacity.</p> <p>C. Provide a sample certificate of insurance indicating your firm's insurance coverage. Categories of insurance shall include 1) professional liability, 2) Errors and Omissions, 3) General Liability, 4) Workman's Compensation. Firms shall detail the dollar limits per each of the above categories. The District prefers a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for General Liability, Professional Liability and Errors and Omissions insurance.</p> <p>D. Provide a 3-year safety history, note number of OSHA recordable cases, lost workdays, restricted workdays and fatalities in the last three (3) years. Estimate the approximate number of employee hours worked by your firm in these three (3) years.</p> <p>E. 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.</p> <p>F. Identify the current total dollar value of awarded work (construction cost) currently being managed by the local office. Include:</p> <ol style="list-style-type: none"><li>1. Name of project</li><li>2. Location of project</li><li>3. Type of contract (Design-bid-build, CMAR, etc.). If CMAR, indicate whether you are in pre-construction or construction services, anticipated completion date.</li><li>4. Identify the total number of direct employees of local office supporting the value noted above.</li></ol> <p>G. Identify any contract or subcontract held by the firm, or officers of the firm, which has been terminated within the last five (5) years.</p> <p>H. Identify any judgments against your firm within the past three (3) years. I. Identify any current unresolved claims against the Offeror.</p> <p>J. Identify any filing under the U.S. Bankruptcy Code over the past five (5) years.</p> <p>K. Identify any projects where liquidated damages were assessed by an owner for late completion of a project within the past three (3) years.</p>
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Tab 3	<p><b>KEY PERSONNEL</b></p> <p>A. Identify the team that will be assigned to this project for pre-construction, construction, and project warranty services (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Caution: The District fully expects the awarded firm to provide the same personnel identified through this process. Any changes shall be approved by the District.</p> <p>B. Provide resumes for key personnel who will be assigned to this project. Resumes should include:</p> <ol style="list-style-type: none"><li>1. Experience, training and qualifications. Specific experience with performing CMAR projects shall be identified for each member.</li><li>2. Number of years with submitting firm.</li><li>3. At least three comparable projects in which they played a primary role/same role as being recommended for this project</li><li>4. If relevant experience was gained while employed by a different firm, so indicate.</li><li>5. At least two names with phone number for each project.</li></ol> <p>C. Provide a copy of State of Arizona Department of Public Safety Level One Fingerprint Clearance Card for Project Superintendent.</p> <p>D. Provide an organizational chart of the team selected for this project.</p>
Tab 4	<p><b>RELATED WORK EXPERIENCE</b></p> <p>A. A description of the firm’s qualifications and its experience in the providing CMAR services for K-12 schools and facilities.</p> <p>B. Identify your three (3) most recent comparable projects. For each project, include the following information:</p> <ul style="list-style-type: none"><li>□ Project Description</li><li>□ Location of Project</li><li>□ Owner name and current contact information</li><li>□ Architect and contact information</li><li>□ Construction Methodology (Design-bid-build, CMAR)</li><li>□ Square Footage of Buildings</li><li>□ Construction of Athletic Fields</li><li>□ Original Contracted GMP(s) and Final Construction Costs</li><li>□ Scheduled Completion Date and Actual Completion Date</li></ul> <p>C. A list of clients you provided a copy of the Performance Evaluation Survey. <b>(Minimum 3)</b></p>



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Tab 5	<p><b>CMAR APPROACH TO PERFORMING REQUIRED SERVICES SUBCONTRACTOR SELECTION PLAN</b></p> <p>A. Describe the firm’s overall approach to this project. Describe any perceived difficulties.</p> <p>B. Describe the capabilities of your staff to provide pre-construction services:</p> <ol style="list-style-type: none"><li>1. Site use</li><li>2. Options Analysis: selection of materials, building systems and requirements</li><li>3. Budget Estimating and Life Cycle Cost Analysis</li><li>4. Construction scheduling – multi-phase project</li></ol> <p>C. The Process of establishing the GMP including the recommended point for setting this price.</p> <p>D. Discuss your firm’s approach and plan for implementing the following construction management services:</p> <ol style="list-style-type: none"><li>1. Project Administration</li><li>2. Schedule adherence</li><li>3. Execution</li><li>4. Inspection</li><li>5. Trade Quality Assurance</li><li>6. Safety Programs</li><li>7. Change Orders</li><li>8. Customer Service</li><li>9. Overall management and approach to cost Control</li><li>10. Punch List Remediation</li><li>11. Records Management</li></ol> <p>E. Submit your firm’s subcontractor selection plan.</p> <ol style="list-style-type: none"><li>1. Subcontractors may be selected based on qualifications alone or on a combination of qualifications and price. Subcontractors shall not be selected based on price alone.</li><li>2. How will you engage local trades in this project?</li><li>3. Describe firm’s philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.</li></ol>
Tab 6	<p><b>RESPONSIVENESS</b></p> <p>A. Overall responsiveness of the proposal in clearly stating and understanding the scope of work, and in providing all information required at proposal opening date.</p> <p>B. The maximum number of pages that may be submitted is 30 pages that have project photos, charts, and graphs will be counted toward the maximum number of pages. Front and back covers, table of contents pages and tabbed divider pages will not be counted if they do not contain submittal information. This maximum page limit does not include resumes or the noted supplemental forms below.</p> <p>C. Forms:</p> <ol style="list-style-type: none"><li>1. Proposal offer and acceptance</li><li>2. Deviations/Exemption</li><li>3. Confidential/Proprietary</li><li>4. Amendment Acknowledgment</li><li>5. Non-Collusion Affidavit</li><li>6. Conflict of Interest</li><li>7. W-9 Form</li><li>8. No Gratuity-Gift Affidavit</li><li>9. EDGAR</li><li>10. Conflict of Interest – Vendor</li><li>11. Performance Evaluation Survey</li><li>12. MWBE/HUB</li></ol>



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**EVALUATION PROCESS AND SELECTION CRITERIA**

1. Evaluation Overview

The District has elected to use the Construction Manager at Risk (CM@Risk) process for the selection of construction manager to perform pre-construction services and possibly construction services for the New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy. The evaluation committee shall evaluate all submittals in accordance with defined criteria requested in the Required Submittal Information (pages 16-17) and the evaluation criteria listed below.

The District may interview 3 to 5 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by A.R.S. 41-2578 and the School District Procurement Rules.

The District will then initiate negotiations with the highest ranked firm in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top-rated firm, the school district shall advise the firm in writing of the termination of negotiations. The District shall then negotiate with the next highest rated firm in sequence until an agreement is reached or a determination is made to reject all proposals in accordance with A.A.C. Sections R7-2-1072 through R7-2-1075. Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

Pursuant to the School District Procurement Rules, construction services may not commence until the Tolleson Union High School District and the CM@Risk contractor have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

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

2. Acceptance of Evaluation Methodology

By submitting a response to this RFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

3. Evaluation Committee

The evaluation committee for this procurement shall consist of no less than five and no more than seven members as follows:

- (1-5) District Administrators and/or District Personnel
- (1) Licensed General Contractor - Senior Management
- (1) Registered Architect/Engineer

The committee will remain the same throughout the entire evaluation process.



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4. Proposed Selection Schedule – Schedule could be subject to change.

Request for Qualifications issued	August 31, 2023
Due Date of RFQ Submittals	September 26, 2023
Evaluations (Between)	October 5 – 6, 2023
Interviews (If needed)	October 18-20, 2023
Board Approval Date - Pre- Construction	November 14, 2023

5. EvaluationCriteria-TotalPointsAvailable:

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

A.	<b>Experience and Expertise of the Firm</b> The overall experience and expertise of the submitting firm relative to providing CMAR services for K-12 schools and facilities, specifically in the State of Arizona.	300 points
B.	<b>Qualifications and Experience of Personnel</b> The overall qualifications and experience represented by the key personnel to be assigned to this project: expertise, educational background, certification, tenure of proposed personnel, and specific experience of the proposed team in performing pre-construction, construction, and project warranty services (general management, project management services, etc.) for educational clients.	200 points
C.	<b>Method of Approach and Subcontractor Selection Plan</b> The overall method of approach described by the Offeror in how they would implement and execute services under the contract.	200 points
D.	<b>Organizational Strength</b> The financial condition of the Offeror shall be reviewed to ensure long-term viability. The number of years in operation, and knowledge of Arizona public schools and construction standards shall be considered.	150 points
E.	<b>References</b> Identify at least <b>three (3)</b> references from recently completed projects of significant value. The reference information shall include the contact name and phone number, organization, brief scope of work and dollar value of the project.	100 points
F.	<b>Responsiveness</b> The ability of the firm to provide all information required at the time of solicitation submittal and the quality of the Statement of Qualifications.	50 points





Tolleson Union High School District #214  
9801 W Van Buren Street. Tolleson, AZ 85353

Due Date and Time:  
Tuesday – September 26, 2023,  
1:00pm Arizona Time

Purchasing Department

**RFQ #24-08-28 CM@R New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy**

**OFFER AND ACCEPTANCE**

The Undersigned hereby submits the Proposal/Proposals and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Proposal/Proposals.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

\_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

E-Mail: \_\_\_\_\_

\_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

**CERTIFICATION**

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 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.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract,  
grant, loan, or cooperative agreement.

**ACCEPTANCE**

The Proposal is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District .

This contract shall henceforth be referred to as Contract No. **24-08-28**

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

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

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



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Continuing Education Learning and Distance Learning Academy**

## **DEVIATIONS AND EXCEPTIONS FORM**

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

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

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

The Undersigned hereby acknowledges that there are no deviations/exceptions to this solicitation:

---

\_\_\_\_\_  
Firm

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



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## **CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM**

Confidential/Proprietary Submittals (mark one):

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

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

---

Firm

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Authorized Signature



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### **ADDITIONAL MATERIALS SUBMITTED FORM**

(Mark One):

\_\_\_\_\_ No additional materials have been included with this offer

\_\_\_\_\_ Additional Materials attached (describe—attach additional pages if needed)

---

\_\_\_\_\_  
Firm

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



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### **AMENDMENT ACKNOWLEDGMENT**

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete Offer response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement _____	Signature _____	Date _____
AMENDMENT NO. 2 Acknowledgement _____	Signature _____	Date _____
AMENDMENT NO. 3 Acknowledgement _____	Signature _____	Date _____

If no amendments were issued, indicate below, sign the form and return with your response.

_____
Firm
_____
Authorized Signature



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## NON-COLLUSION AFFIDAVIT

State of Arizona                     )  
  )       ss.  
County of                            )

\_\_\_\_\_, affiant,

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

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

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

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

County of \_\_\_\_\_

**THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE**







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W-9



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**Conflict of Interest Form**

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

Arizona State law (ARS, 38-503) requires you to disclose any substantial interest<sup>1</sup> you or your relatives<sup>2</sup> have in any Tolleson Union High School District #24 vote, decision, contract, sale or purchase. A Tolleson Union School District #214 Board Member or employee must complete and submit this form promptly when a situation arises or may arise that requires disclosure.

Federal Law (2 CFR 200.112) requires the **non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.**

**Are you a Tolleson Union High School District #24 employee?** ☐ Yes ☐ No (If Yes, full solicitation must be done)

**Are you a Tolleson Union High School District #24 Board Member?** ☐ Yes ☐ No (If Yes, Please see TUHSD Policy BCB for Instructions)

**INITIAL EACH STATEMENT**

I understand that if I or a relative has financial or ownership interest in a Tolleson Union High School District #214 matter, I may **NOT** participate in it in any way for any segment on behalf of the Tolleson Union High School District #214.

I understand that if I or a relative is employed by, is sales representative for or owns part of a business, company, property or partnership I may **NOT** do any of the following on Tolleson Union High School District #214 behalf:

- Participate in selecting a vendor for the goods or services supplied by the business
- Vote on or approve the award of a contract to the business
- Supervise the work of the business for Tolleson Union High School District #214
- Approve invoices from the business Tolleson Union High School District #214
- Participate in determining that Tolleson Union High School District #214 needs the types of goods or services supplied by the business
- Participate in resolving any contract disputes between the business and Tolleson Union High School District #214

☐ **No conflict of interest exists for me at this time. I have no financial and/or ownership interest in any business, company, partnership or property.**

☐ **Yes, I have financial and/or ownership interest in the following:** ☐ Business ☐ Company ☐ Partnership ☐ Property

Name of business, company, partnership or property: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Provide a full description of your financial or ownership interest:

Describe any current or future matters that TUHSD is or may be involved in that affect the interests you identified above: \_\_\_\_\_

**In signing this form, I understand that there are criminal and civil penalties for violating State of Arizona and Federal laws relating to conflicts-of-interest.**

**Name (please print):** \_\_\_\_\_ **Telephone:** (\_\_\_\_\_) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<sup>1</sup> "Substantial Interest" Defined: A "substantial interest" is any financial or ownership interest, direct or indirect, that isn't a "remote interest." For instance, employment by a firm creates a substantial interest. The situations that qualify as "remote interests" under law are very limited.

<sup>2</sup> Persons Covered: The law covers governing members and full-time, part-time and contract employees. Also, any substantial interest of these relatives will be attributed to your: spouse, child, grandchild, parent, grandparent, brother or sister -- whole or half blood -- and their spouses and parents, or a brother, sister or child of a spouse.



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**UNIFORM INSTRUCTIONS TO OFFERORS**

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. “Contract Amendment” means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. “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.
- E. “Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. SolicitationContactPerson. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. SubmissionofInquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. NoRighttoRelyonVerbalResponses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. SolicitationAmendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer. It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.



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- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms. A Proposal shall be submitted 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. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment shall result in rejection of the Offer. It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully



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precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. 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. Amendments
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Uniform Instructions to Offerors

- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFQ. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFQ. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and 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 involve collusion or other anti-competitive practices in



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connection with the preparation or submission of its Proposal; 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; and
3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Proposal Information

- A. UnitPricePrevails. 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 this state will not be a factor when determining lowest bidder.
- C. LateProposals,ModificationsorWithdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. ProposalAcceptancePeriod. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. WaiverandRejectionRights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:
  1. Extend the date by which Responses are due;
  2. Withhold the award or cancel this RFQ for any reason District determines.
  3. Reject any or all Responses, in whole or in part;
  4. Waive any material defect, irregularity or minor informality in any Response;
  5. Reissue an RFQ.

6. Award

- A. NumberorTypesofAwards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School



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District determines is necessary to meet the needs of the School District.

- B. ContractCommencement. A Proposal 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 Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. EffectiveDate. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Finalacceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative.

A. 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.
- 6. The interested party shall supply promptly any other information requested by the district representative.

- B. 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.
- C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

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 District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.





Purchasing Department

**RFQ #24-08-28 CM@R New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing Education Learning and Distance Learning Academy**

**UNIFORM GENERAL TERMS AND CONDITIONS**

1. Contract Interpretation

- A. ArizonaLaw. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. ImpliedContractTerms. 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. RelationshipofParties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. NoParolEvidence. 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. NoWaiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than 5 years after the final day of the contract, or longer if required for audit resolution (ARS §35-214) 7 CFR §210.23 and 2 CFR Part 200.318(i).
- D. InspectionandTesting. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.



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- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days to [AP@tushd.org](mailto:AP@tushd.org). The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. IRSW-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability



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- A. RiskofLoss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. GeneralIndemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District 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-PatentandCopyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. ForceMajeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market. ; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. ThirdPartyAntitrustViolations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.
6. Warranties
- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:



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- i. A quality to pass without objection in the trade under the Contract description;
- ii. Fit for the intended purposes for which the materials or services are used;
- iii. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- iv. Adequately contained, packaged and marked as the Contract may require; and
- v. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

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

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District's Contractual Remedies

A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.



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2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
  - C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
  - D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  - E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.
8. Contract Termination
- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
  - B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
  - C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
  - D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to Federal Grant Funded contracts over \$10,000)

- E. Termination for Default.
  1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of





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the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

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

10. Gift Policy

The District will accept no gifts, gratuities or advertising products from bidders. The District has adopted a zero tolerance policy concerning bidder gifts. The District may request product samples from bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. Integrity of Bid

By signing this bid, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

12. 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.

13. Contractor’s Employment Eligibility (E-Verify Requirement)

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.  
The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.  
Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. Affordable Care Act



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The Offeror 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 and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

15. Terrorism Country Divestments

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

16. Per A.R.S. 35-391, a public entity may not enter into a separate contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.

NOTICE: Unless and until the District Court’s injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393-01 (A)) is unenforceable and the District will take no action to enforce it. This written certification is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been provided.

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

The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

18. Copeland anti-Kickback Act and Davis-Bacon Act

Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files if requested.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

19. Contract Work Hours and Safety Standard Act

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

20. Certificate of Independent Price Determination

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

21. Debarment, Suspension, Ineligibility and Voluntary Exclusion



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

22. Energy Policy and Conservation Act

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

23. Equal Employment Opportunity

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

24. Conflict of Interest

- A. All bidders must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Tolleson Union High School District .
- B. All bidders must disclose the name of any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror’s business of any of its branches.

25. Lobbying

Bidders are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration’s recommendation for award has been approved by the Governing Board. All oral or written inquiries must be directed through the Purchasing Department.

Lobby is defined as “any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities.” Any Bidder or any individuals that lobby on behalf of the bidder during the time specified will result in the rejection and disqualification of said bid.

Certification Regarding Lobbying: Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

29. Prohibition of Reprisals

Tolleson Union High School District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:





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- A. gross mismanagement of a contract or grant;
  - B. a gross waste of public funds;
  - C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
  - D. an abuse of authority related to the implementation or use of public funds; or
  - E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or used relating to public funds.
30. When Federal Grant Funding shall be used, the District shall take 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. 2 CFR Part 200.321



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**Exhibit A**  
**Per Governing Board Policy DJG-**  
**E Vendor/Contractor Relations**

Responsible Contractor Certification

Firm:

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(Insert name, address and telephone  
Number of subcontractor firm)

Project Name:

Project Number:

As a condition of performing work on a project for the Tolleson Union High School District #214 as a General Contractor, the Contractor submitting a bid shall execute this form and certify compliance with the responsible subcontractor's selection plan set forth below. Bids will not be awarded unless they are accompanied by a fully executed copy of this certification form for each proposed subcontractor.

This form must be completed by an employee or other person representing the submitting firm who has the authority to execute this form and has adequate knowledge to address all matters specified herein. The person completing this form shall initial each qualification standard listed below and execute the signature requirement at the end of this form in the presence of a notary.

**Subcontractor Selection Plan**

1. The subcontractor meets the bonding requirements for the contract, as and when required by applicable law or contract specifications, and any insurance requirements, including general liability insurance, workers compensation insurance and unemployment insurance.	
2. The subcontractor has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.	
3. The subcontractor has not defaulted on any project in the past three years.	
4. The subcontractor and/or its owners have not been convicted of any crime relating to the contracting business in the past three years.	
5. The subcontractor has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others where the result of such violation was the payment of a major fine and back pay damages.	
6. The subcontractor will pay all employees that it employs on the project, at least the current minimum wage rates/fringe benefits as required under applicable federal, state or local wage/benefit laws.	
7. All craft labor that will be employed by the subcontractor for the project has completed, or will complete within 90 days, at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.	
8. Selection of a subcontractor shall be based upon qualifications alone, or on a combination of qualifications and price, and <u>not</u> based on price alone (see A.A.C. R7-2-1108.B.11.b).	



Tolleson Union High School District #214  
9801 W Van Buren Street. Tolleson, AZ 85353

Due Date and Time:  
Tuesday – September 26, 2023,  
1:00pm Arizona Time

Purchasing Department

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Continuing Education Learning and Distance Learning Academy**

9. The subcontractor shall demonstrate its qualifications through, but not limited to, the following: a. the subcontractor uses highly qualified workers, with the preferred method being participation in a registered apprenticeship program that has graduated journeymen three of the last five years; b. the subcontractor has not had any type of business, contracting or trade license, registration, or other certification, excluding specialty certifications, revoked or suspended in the past three years; c. previous work history with the District; d. years in the business.	
10. The subcontractor has all other technical qualifications and resources, including equipment, personnel and financial resources to perform the referenced contract, or will obtain the same through the use of qualified, responsible sub-subcontractors.	
11. The subcontractor will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of the project.	
12. The subcontractor shall notify the general contractor within seven days of any changes to any matters attested to in this certification.	

The undersigned attests that he or she has the authority to execute this form and has sufficient knowledge to address all matters specified herein and attests, under the penalty of perjury, the information submitted is true, complete and accurate.

\_\_\_\_\_  
Signature of Authorized Representative

SUBSCRIBE AND SWORN to before me on this

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of Firm

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Date



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**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 Tolleson Union High School District (hereinafter called the Oblige) in

the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the \_\_\_\_\_

day of \_\_\_\_\_ 20\_\_\_\_\_, 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 \_\_\_\_\_



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Continuing Education Learning and Distance Learning Academy**

**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 Tolleson Union High School District (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



Tolleson Union High School District #214  
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**CERTIFICATE OF INSURANCE**

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE  
MINIMUM AMOUNTS AS STATED BELOW. THE  
COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT  
ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY:		COMPANY LETTER	COMPANIES AFFORDING		
		A			
		B			
NAME AND ADDRESS OF INSURED:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:  PER PERSON  EACH OCCURRENCE  PROPERTY DAMAGE  OR  BODILY INJURY  AND  PROPERTY DAMAGE  COMBINED	\$1,000,000.00  \$2,000,000.00  \$1,000,000.00    \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM  PREMISES OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  PRODUCTS/COMPLETED OPERATIONS  HAZARD  PERSONAL INJURY  BROAD FORM PROPERTY DAMAGE  EXPLOSION & COLLAPSE (IF APPLICABLE)  UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
THE TOLLESON UNION HIGH SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____  AUTHORIZED REPRESENTATIVE		

Signature

Date



Tolleson Union High School District #214  
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**Performance Evaluation Survey**

Tolleson Union High School District requests your help. The construction firm listed below is interested in submitting a Statement of Qualifications in response to our **RFQ #24-08-28, Construction Manager at Risk (CMAR) Services**. The firm recently completed work on one of your projects and put you down as a reference. Please complete the following Performance Evaluation Survey based on the project and submit directly to Tolleson Union High School District by email: [lorides.banuelos@tuhsd.org](mailto:lorides.banuelos@tuhsd.org). The information will be used to assist the District in the evaluating the level of service provided by the firm. **(3 Required for Submittal)**

**This portion to be completed by construction firm before sending to client reference:**

Date:	<u>                    </u>
Construction Firm:	
Project Superintendent:	
Project Name:	
Project Owner:	
Client Reference:	
Client Phone:	

**This portion to be completed by Client Reference:** Please evaluate the Performance of the General Contractor (10 - you are Always satisfied and have no question about hiring them again, 5 - you are Sometimes satisfied, and 1 - you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

No.	Criteria	Value	Score
1	Ability to complete projects within established budget.	(1-10)	
2	Ability to complete project within established schedule, meeting project deadline.	(1-10)	
3	Overall management style of firm in positively influencing both the design and construction phase of the project.	(1-10)	
4	Completeness, thoroughness, and overall value.	(1-10)	
5	Rate construction administration phase of the project.	(1-10)	
6	Ability to deal successfully with questions, clarifications and problems arising in the field.	(1-10)	
7	Close out process (invoicing, no unexpected fees)	(1-10)	
8	Communication with District	(1-10)	
9	Ability to follow the district's rules, regulations, and requirements	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	
	<b>TOTAL POINTS</b>	<b>100</b>	

Signature

Date

Printed Name

Firm



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## Minority/Women Business Enterprise (MWBE) and Historically Underutilized Businesses (HUB)

Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this request for proposal.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) ☐ Yes ☐ No

Vendor certifies that this firm is a HUB (Required by some participating agencies) ☐ Yes ☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response in the Response Attachments section.

-----

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_





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CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR SEALED RFQ PACKAGE

□-----

SEALED STATEMENT OF QUALIFICATIONS

Submitted by:
Company Name:
Address:
City, State, Zip:
Phone:
Email:

**RFQ #24-08-28**

**Title:** New Tolleson District Facilities Warehouse and New Buildings for Lighthouse Academy, Continuing  
Education Learning and Distance Learning Academy

**Due Date:** Tuesday – September 26, 2023, 1:00 p.m. Arizona Time

Tolleson Union High School District #214  
Attn: Purchasing Department  
9801 W. Van Buren Street  
Tolleson, AZ 85353

□-----

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR SEALED OFFER PACKAGE