



Tolleson Union High School District #214
 9801 W Van Buren Street. Tolleson, AZ 85353
 Purchasing Department
RFQ #25-04-27 Architectural Services

Due Date and Time:
 Thursday, February 29, 2024
 1:00pm Arizona Time

MATERIAL AND/OR SERVICE: Architectural Services
 Proposal Due Date and Time: Thursday – February 29, 2024, 1:00 pm Arizona Time
 Opening Location: Tolleson Union High School District
 Purchasing Department
 9801 West 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	Phone:
	Assistant Director of Business Services	623-478-4066
Email:	Lourdes.banuelos@tuhsd.org	

Authorization:  Date: February 8, 2024

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

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

A.R.S. 41-2579

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, [Click Here](#) to be re-directed to Tolleson Union High School District website available at: <http://Tolleson Union High School District .org/state-statutes/>

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

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

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>

Definitions:

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

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

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

“Contract Amendment” means a written document signed by the Tolleson Union High School District that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the Tolleson Union High School District.

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

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

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

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

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

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

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

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

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

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

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

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

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

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFQ will be accepted in writing through February 29, 2024, before 1:00 p.m. Written responses to all written inquiries will be provided and distributed to all recipients of this RFQ. No Offeror may rely upon oral responses made by any Tolleson Union High School District employee or any representative. Questions and/or clarifications concerning this RFQ shall be directed to Lourdes Banuelos by email to lourdes.banuelos@tuhsd.org.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

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.

- E. **Pre-Submittal Conference** - If a Pre-Submittal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Submittal Opening:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by Tolleson Union High School 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 Tolleson Union High School District personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation documents shall be open for public inspection.
- G. **Time Stamp:** Submittals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Submittal deposited on time at the place specified.
- H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Submittal Preparation**

- A. **Forms:** - A response to a Request for Qualifications shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections.** - A response to a Request for Qualifications should be typed or in ink. Erasures, interlineations or other modifications in the submittal should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under R7-2-1030.
- C. **Signature(s) on Offers** - The Offer and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Offer. Failure to sign the Offer and Contract Acceptance document may result in rejection of the Offer.
- D. **Exceptions to Terms and Conditions** - All exceptions included with the Offer shall be submitted in a clearly identified separate section

UNIFORM INSTRUCTIONS TO OFFERORS

of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by Tolleson Union High School District .

- E. **Cost of Proposal Preparation** - Tolleson Union High School District will not reimburse any Offeror the cost of responding to a Solicitation.
- F. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- G. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Contract Acceptance Form.
- H. **Taxes:**
 - 1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
 - 2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 - 3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.
 - 4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the districts location if separately stated on the invoice.
 - 5. **Payment of Taxes** – The district is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

- I. **Disclosure** - If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- J. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Addenda/Amendments;
 - 2. Special Instructions, Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;
 - 6. Exhibits;

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7. Uniform Instructions to Offerors.

- K. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the Tolleson Union High School District. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. Submission of Proposal

- A. **Sealed Envelope or Package** - Each Offer shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. **Electronic Submission** - If determined by Tolleson Union High School District that electronic submission of Qualifications is advantageous, Tolleson Union High School 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 solicitation. Unless otherwise instructed, a facsimile or electronically submitted response shall be rejected.
- C. **Offer Amendment or Withdrawal** - An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time at the location designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under R7-2-1044.
- D. **Public Record/Confidentiality** - Under applicable law, all Offers submitted and opened are public records and must be retained by Tolleson Union High School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by Tolleson Union High School District pursuant to R7-2-1006.

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

- E. **Certification** - By signing the Offer and Contract Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 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, Executive Order 99-4, 2000-4 and A.R.S. §41-1461 through 1465; and
 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
 4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in

UNIFORM INSTRUCTIONS TO OFFERORS

rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

4. **Additional Information**

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

5. **Award**

- A. **Number or Types of Awards** - Where applicable, the Tolleson Union High School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that Tolleson Union High School District determines is necessary to meet the needs the district.

UNIFORM INSTRUCTIONS TO OFFERORS

- B. **Contract Inception** - An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by Tolleson Union High School District with an authorized signature on the Offer and Contract Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. **Effective Date** - The effective date of this Contract shall be the date that Tolleson Union High School District signs the Offer and Contract Acceptance form or other official contract form unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with Tolleson Union High School District Representative, Ken Hicks, Chief Financial Officer.

- 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 Tolleson Union High School 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 the section, the interested party shall file the protest within 10 days after Tolleson Union High School District makes the procurement file available for public inspection.
- D. 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 Tolleson Union High School District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of Tolleson Union High School District that resulted in the interested party being unable to file the protest within the 10 days. The Tolleson Union High School 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.

UNIFORM TERMS AND CONDITIONS

1. **Contract Interpretation**

- A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which Tolleson Union High School District is conducting business under this contract. It is the responsibility of the awarded vendor and district to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.
- B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any district, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

- A. **Records** - Under A.R.S. § 41-2548, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by Tolleson Union High School District, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. Tolleson Union High 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 Tolleson Union High School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Tolleson Union High School District for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by Tolleson Union High School District to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to Tolleson Union High 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.
- E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Tolleson Union High School District. After award, contractor(s) may advertise the availability of products and services to the district. Any promotional marketing materials using the Tolleson Union High School District logo must be approved by Tolleson Union High School District in advance.

UNIFORM TERMS AND CONDITIONS

3. **Costs and Payments**

- A. **Ordering Procedures** - Purchase Orders are issued by Tolleson Union High School District and emailed to the Vendor under this Contract.
- B. **Billings** – Contractor shall invoice the district after delivery of goods and/or services. All invoices shall list the applicable purchase order and Tolleson Union High School District contract number. Invoices shall be submitted to AP@tuhsd.org
- C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor’s invoice.
- D. **Progress Payments** - Tolleson Union High School District will make progress payments under the following conditions:
 - 1. District and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
 - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
 - 3. Payments are made in full compliance with the district’s local governing entity rules.
- E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the 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.
- F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the district.
- G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the district for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the district to make reasonable efforts to secure such funds.

4. **Contract Changes**

- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of Tolleson Union High School District. Tolleson Union High School District shall not unreasonably withhold approval.
- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Tolleson Union High School District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** - Tolleson Union High School District shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

UNIFORM TERMS AND CONDITIONS

5. Risk and Liability

- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification** - To the extent permitted by law, Tolleson Union High 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 - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless Tolleson Union High 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 Tolleson Union High School District of materials furnished or work performed under this Contract. Tolleson Union High School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

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4. Adequately contained, packaged, and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

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

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by Tolleson Union High School District.

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

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, Tolleson Union High 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 Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **Contractual Remedies**

- A. **Right to Assurance** - If Tolleson Union High School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, Tolleson Union High School District 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 Tolleson Union High School District 's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, Tolleson Union High 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.
- C. **Right of Offset** - Tolleson Union High School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred, or damages assessed by Tolleson Union High 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** - Pursuant to A.R.S. 38-511 Tolleson Union High 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 Tolleson Union High 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.

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- B. **Gratuities** - Tolleson Union High School District may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of Tolleson Union High 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.
- C. **Suspension or Debarment** - Tolleson Union High School District may, by written notice to the Contractor, immediately terminate this Contract if Tolleson Union High 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** - Tolleson Union High School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the district without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- E. **Cancellation for Non-Performance or Contractor Deficiency** – Tolleson Union High School District may terminate the contract if it has not used not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. Tolleson Union High School District reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Tolleson Union High School District may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
 2. Providing work and/or material that was not awarded under the contract;
 3. Failing to adequately perform the services set forth in the scope of work and specifications;
 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
 5. Failing to make progress in performance of the contract and/or giving Tolleson Union High School District reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
 6. Performing work or providing services under the contract prior to receiving a Tolleson Union High School District reviewed purchase order for such work.

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

- F. **Contractor Cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Tolleson Union High School District or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Tolleson Union High School District.
- G. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. **Contract Claims**

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

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

10. **Federal and State Requirement**

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

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

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1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Tolleson Union High School District.

- B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Tolleson Union High School District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. Tolleson Union High School District reserves the right to confirm compliance in accordance with the applicable laws. Should Tolleson Union High School District suspect or find that the Contractor or any of its subcontractors are not in compliance, Tolleson Union High School 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.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the district shall specify the applicable Davis- Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the district.
- F. **Terrorism Country Divestments** - Per ARS § 35-392, Tolleson Union High School District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the districts discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111- 152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the district as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the district may not enter into a contract with a company that is currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **EDGAR** – When a Tolleson Union High School District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

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1. **TERM OF CONTRACT:** It is Tolleson Union High School District 's intent to award a multi-term contract. The initial term of the resultant contract shall start July 1, 2024, to June 30, 2025, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENTION:** Tolleson Union High School District reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of the district. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of twenty-four (24) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **FORM OF CONTRACT:** This Request for Qualifications (RFQ) document, firm's response, the Master Agreement Between Tolleson Union High School District and Architect/Engineer, and the Contract Amendment to the Master Agreement executed by the district, Architect/Engineer and Tolleson Union High School District, will become the controlling contract documents for this procurement and properly issued purchase orders incorporating the districts policies and P.O. terms and conditions.
5. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Tolleson Union High School District requires a Proposal in response to this Solicitation to be valid and irrevocable for 120 days after the opening time and date.
6. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by Tolleson Union High School 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 Tolleson Union High School District personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.
7. **TIME STAMP:** Submittals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his RFQ deposited on time at the place specified.
8. **RESPONSE FORMAT:** All responses are to be in the same form as this Request for Qualifications. Address each requirement in the same order as has been requested.
9. **QUANTITIES:** Tolleson Union High School District estimates considerable activity resulting from this award. Based on historical data, Tolleson Union High School District estimates usage of this contract \$12 million. Tolleson Union High School District makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Tolleson Union High School District makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.
10. **LICENSES:** Architect shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the firm.
11. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

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- 12. INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, Tolleson Union High 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, Tolleson Union High 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 Tolleson Union High School District.

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

- 14. ERRORS AND OMISSIONS INSURANCE:** Contractor shall have in force a Professional Liability Miscellaneous Errors & Omissions Insurance policy. Successful vendor must file a copy of the Errors & Omissions Policy, showing limits, with Tolleson Union High School District within five (5) days after notification of award. Certification must include:

Name and Address of Insurance Company Policy
Number
Coverage Amounts
Bid Number from which the Award is made

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

- 15. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to Tolleson Union High School District.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify Tolleson Union High School District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
- 16. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to Tolleson Union High School District on a temporary basis are Offeror's, not Tolleson Union High School Districts employees.

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

Workers' Compensation Insurance Federal
and State Unemployment Taxes

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

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

Tolleson Union High School District will not provide Offeror or its employees any business registrations or licenses that may be required. Tolleson Union High School District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of Tolleson Union High School District for any purpose. It is understood and agreed that Tolleson Union High School District does not require Offeror to provide services exclusively to Tolleson Union High School District and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to Tolleson Union High School District , conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for Tolleson Union High School District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the district. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, Tolleson Union High School District may request or reject any of Offeror's employees.

Offeror agrees to comply with the district rules, regulations, and policies, as the district may modify from time to time.

SECTION I - SCOPE OF WORK

1. Purpose

The purpose of this Request for Qualification (RFQ) is to establish a contract with a qualified firm to be made available for Tolleson Union High School District for Architectural Services. The initial term of this contract will be for one (1) year with the potential of two (2) one-year extensions.

2. Background

Tolleson Union High School District is comprised of 6 comprehensive high schools, approximately 1500 employees and estimated enrollment of 13,600 students. This Architectural Services RFQ is in accordance with School District Procurement R7-2-1117 – R7-2-1121, ARS §34- 604, and ARS §41-2579.

3. General Information – Types of Projects

The following project types are examples of the projects that will require Architectural Services, but are not limited to:

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

SECTION I - SCOPE OF WORK

4. Scope of Work - Basic Services

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

5. Scope of Work - Additional Services (if required)

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

6. Scope of Services

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

- A. Preparation of complete contract documents and contract administration for the entire length of any given project including successful completion and acceptance by the Tolleson Union High School District.
- B. All work necessary for completion of all projects shall be in accordance with applicable provisions of the State of Arizona Building Code, latest edition, including all subsequent modifications and supplements and all requirements as specified by the Americans with Disabilities Act (ADA).

SECTION I - SCOPE OF WORK

- C. Architect shall attend, when requested by Owner, meetings of the governing body of Owner for the purpose of discussing the schematics, drawings, cost estimates or construction of the Project.
- D. Architect may be required to provide appropriate engineering consulting services (i.e. mechanical, electrical, plumbing, civil, landscape, etc.). However, the Tolleson Union High School District reserves the right to approve or disapprove any consultant to be utilized.
- E. Tolleson Union High School District has the right to select from a variety of construction procurement options including Design/Bid/Build, Construction Manager at Risk, Job Order Contracting, or Qualification Select Bidder List. The role of the architect and the scope of services required by the Tolleson Union High School District will be consistent no matter the procurement option selected.
- F. Under the Construction Manager at Risk option, the architect shall be responsible to perform pre-construction services with the selected General Contractor. Pre-construction services shall be a cooperative process that will include the sharing of programming notes, budget development, estimating, scheduling, constructability analysis, etc.
- G. In the event the Tolleson Union High School District elects to use an alternative delivery method for construction services, such as CM@Risk or Job Order Contracting, it is understood that the architect will assist and support the selected contractor in developing detailed cost estimates and performance schedules. If the Tolleson Union High School District chooses to use the traditional hard bid or qualified select bidder's list method, the architect will assume the cost estimating and performance schedule functions.
- H. Architect shall be responsible to ensure that a Schematic Design Study and other documents are provided to the Tolleson Union High School District for approval. Architect shall prepare such documents and drawings which shall include individual floor plans, appropriate elevations and sections, mechanical concepts, a list of materials to be used, and other items relevant to the illustration of the scale in relationship to Project Components.
- I. Architect is responsible for preparing a Statement of Probable Construction Costs based on current area, volume or other unit costs.
- J. Upon approval of schematic drawings by the Tolleson Union High School District, the Architect shall prepare design of preliminary documents consisting of preliminary drawings and specifications for approval by the Tolleson Union High School District. The Architect shall submit to the Tolleson Union High School District, a further statement of probable project cost and budget. The Architect will further assist the Tolleson Union High School District in submitting any documentation for code or agency approval as Plan of Development.
- K. The Architectural firm shall be responsible for obtaining all necessary permits to conform to all city and state requirements. All permit fees will be considered a reimbursable expense (at cost) to the Architectural firm.
- L. It is Architect's affirmative obligation, as Owner's agent for the sole purpose of doing so, to advise and consult with Owner and enforce Owner's rights under the Contract during the Construction Administration Phase. Owner shall have the right, but not the obligation, to issue instructions to the Contractor through Architect.
- M. The Architectural firm shall be responsible for reviewing schedules; keeping the Tolleson Union High School District informed of the progress of the work and reviewing shop drawings and other required submittals; reviewing and approving materials, equipment, and tests; maintaining accounts of the work including the issuance of change orders at the direction of the Owner; reviewing and approving contractor's application for payment; providing on-site inspection and observation of the work on a consistent basis as needed; preparation of all close-out materials for submittal to the Tolleson Union High School District; and providing warranty evaluation on a quarterly basis.
- N. The Architect shall conduct and/or attend meetings to discuss schematic, preliminary and working drawings, pre- construction conferences, weekly construction meetings with contractors and governing body meetings as required by the Tolleson Union High School District. The Architect shall provide the Tolleson Union High School District with meeting minutes as required by the Tolleson Union High School District.
- O. Upon completion of construction, Architect shall cause to be delivered to Owner a complete set of "as-built" drawings which shall include all architectural, structural, mechanical and electrical changes.

SECTION I - SCOPE OF WORK

7. **MASTER AGREEMENT BETWEEN Tolleson Union High School District AND ARCHITECT**

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

Tolleson Union High School District shall provide the Master Agreement Between Tolleson Union High School District and Architect to all firms on the final lists for review before negotiations begin. The firm's acceptance of this Agreement shall be part of the negotiations.

The Contract Amendment provided by District and Architect shall include the following information:

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

8. **USE OF CONTRACT**

Tolleson Union High School District may use this contract and select awarded firms based on their own best practices. The district selection process may include qualifications of the awarded firm in consideration of their project and scope of work, availability of the awarded firm and their workload, experience with firm, and other practices determined by the district.

SECTION II – EVALUATION PROCESS

1. EVALUATION OVERVIEW

A. RFQ Process

Tolleson Union High School District intends to award a single contract.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 3, and the information provided in Section IV.

The selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process.

When Tolleson Union High School District enters into the number of contracts specified in the request for qualifications, the procurement ends.

B. Interviews

Interviews will not be held.

C. Final List

In determining the firms to be on the final list, and in determining the order on the final list, the selection committee shall use and consider only the criteria and weighting of criteria in the request for qualifications provided in this section, paragraph 3. No other factors or criteria may be used in the evaluation, determinations and other actions.

After the evaluation process, the selection committee will create a single final list with up to three (3) and not more than five (5) firms in accordance with R7-2-1117(D)(3)(c), A.R.S. 41-2579(C)(2)(d)(ii), and 34-604(C)(2)(b)(ii).

As described below in D, Tolleson Union High School District with one (1) firm.

Tolleson Union High School District will notify the highest-ranking firms as to the status on each final list before negotiations. Additionally, Tolleson Union High School District will notify those firms that did not make any of the final lists.

D. Negotiations R7-2-1121(D)(5), 41-2579(E)(2), and 34-604(E)(2)

Negotiations shall include consideration of compensation and other contract terms that Tolleson Union High School District determines to be fair and reasonable. In making this determination, Tolleson Union High School District shall take into account the estimated value, the scope, the complexity and the nature of the Architectural Services to be rendered.

The fee schedule shall take into consideration the complexity of the work to be performed and the cost of projected construction. The School Facility Boards Architectural Fee Guideline is an example of such a fee structure.

Tolleson Union High School District shall enter into separate negotiations for contracts with the number of the highest qualified firms on the final lists equal to the number of contracts to be awarded.

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

SECTION II – EVALUATION PROCESS

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

Before negotiations begin, Tolleson Union High School District shall provide the Master Agreement Between Tolleson Union High School District and Architect to all firms on the final lists for review. The firm's acceptance of this Agreement shall be part of the negotiations.

2. **PROPOSED SELECTION SCHEDULE – subject to change.**

- Request for Qualifications issued. 2/8/2024
- Due Date of RFQ Submittals 2/29/2024
- Negotiations (Tentative) Week of 3/11/2024
- Board Approval Date (Tentative) 3/26/2024

3. **EVALUATION CRITERIA - Total Points Available: 1,000**

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

A. **Experience and Expertise of Firm - (300 points)**

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

B. **Qualifications and Experience of Personnel - (250 points)**

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

C. **Method of Approach - (200 points)**

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

D. **Organizational Strength - (150 points)**

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

E. **Responsiveness - (100 points)**

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

SECTION III – SUBMITTAL REQUIREMENTS

1. GENERAL

- A. All interested and qualified Offerors are invited to submit a Statement of Qualification (SOQ) for consideration. Submission of a SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have be satisfied.
- B. SOQ must be submitted in the format described in Sections III and IV.
- C. The SOQ must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- D. All SOQ and materials submitted become the property of the Tolleson Union High School District.

2. PROPOSAL PRESENTATION

- A. Interested firms shall prepare **one (1) original and (4) four copies (total of five sets) and one (1) Thumb Drive** of the qualification package to the address listed on the cover of this solicitation. The original should be marked "ORIGINAL" and the copies should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in Section IV.
- B. Tolleson Union High School District shall not assume responsibility for any costs related to the preparation or submission of the proposal.
- C. 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, Tolleson Union High School District will limit the total number of content pages to 30 (single sided using minimum 11 point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages. The tab pages will be used to reference each section and can be used for pictures or artwork. Tolleson Union High School District has attempted to streamline the amount of required information. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

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

1. BASIC COMPANY INFORMATION (Tab 1)

- 1.1 Company name
- 1.2 Address
- 1.3 Telephone number
- 1.4 Fax number
- 1.5 Email address
- 1.6 Number of years in business, including all name changes
- 1.7 License(s) held by the firm and registration with the Arizona Board of Technical Registration
- 1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.).
- 1.9 Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state or local public agency.

2. EXPERIENCE OF FIRM (Tab 2)

- 2.1 Provide an overview of your firm's experience in the governmental/educational environment with the types of projects outline in the Scope of Work on Page 24 Paragraph 3. Include any areas of specific expertise.
- 2.2 Identify at least five completed public projects.

Information shall include:

- 2.2.1 Description of project
- 2.2.2 Location, including identification of key contact and phone number.
- 2.2.3 Professional services performed (brief)
- 2.2.4 Personnel that worked on project
- 2.2.5 General contractor and contact information
- 2.2.6 Original budget
- 2.2.7 Final project cost
- 2.2.8 Scheduled completion date
- 2.2.9. Actual completion date
- 2.2.10 Type of project delivery method used.

Referenced projects must have been completed by the "firm" who is submitting the proposal.

- 2.3 Identify the number and types of projects completed over the past three (3) years in the State of Arizona.
- 2.4 Provide a list of disciplines offered in-house by your firm.

SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

3. KEY PERSONNEL (Tab 3)

- 3.1 Provide information about the firm's personnel resources:
 - 3.1.1 Provide the average size of work force
 - 3.1.2 Provide the number of positions or classifications
 - 3.1.3 Provide the average percentage of staff turnover
- 3.2 Provide a listing of key personnel that will be assigned to this contract and include the following:
 - 3.2.1 Their professional discipline, areas of specialization, achievements, etc.
 - 3.2.2 Resumes or bios to include educational background, certifications, registration/license status, employment history
 - 3.2.3 List of governmental/educational projects the individual had direct involvement; this may include actual work experience with submitting firm or prior engagements with other firms
 - 3.2.4 Number of years with current firm, number of years in profession
- 3.3 Provide an organizational chart for your firm.
- 3.4 Identify the primary contact person who will represent the firm and interface with Tolleson Union High School District .
- 3.5 Indicate if any principal or key individual has ever been convicted of a felony. Give a detailed explanation of the names/convictions.

4. METHOD OF APPROACH (Tab 4)

- 4.1 Provide information of your firm's ability to serve a diverse Tolleson Union High School District with the types of projects outline in the Scope of Work on Page 24 Paragraph 3.
- 4.2 Describe firm's approach and philosophy working on an active site with students and staff
- 4.3 Describe firm's approach and philosophy on Design Bid Build and Alternative Project Delivery Method.
- 4.4 Describe firm's approach for a project to include the following:
 - 4.4.1 Schedule adherence
 - 4.4.2 Inspection
 - 4.4.3 Quality assurance
 - 4.4.4 Overall management and approach to cost savings
 - 4.4.5 Overall management of the construction phase

5. ORGANIZATIONAL STRENGTH (Tab 5)

- 5.1 Provide financial statements, audited (preferred), representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings. **Financial statements will be consider confidential. Provide this information in a separate sealed envelope marked Financials and include this information only in the Original copy.**
- 5.2 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful firm must provide a certificate that names the Tolleson Union High School District as additional insured. 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. Tolleson Union High School District prefers a minimum of \$1,000,000 for General Liability and \$2,000,000 for Professional Liability and Errors and Omissions insurance.
- 5.3 Identify any past or pending litigation, or mediations.
- 5.4 Identify any judgments against your firm.
- 5.5 Identify any current unresolved claims.
- 5.6 Identify any filing under the U.S. Bankruptcy Code.

SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

6. RESPONSIVENESS (Tab 6)

6.1 Complete all requested forms and be careful to follow the format requested. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.

Offer and Contract Acceptance Form
Non-Collusion Affidavit
MWBE and HUB (Vendor Questionnaire)
Debarment Certification Form
IRS W-9 Form
Amendment Acknowledgement Forms (if applicable)

7. MISCELLANEOUS (Tab 7)

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose, and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this solicitation.

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 bid 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: _____

DEBARMENT

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

Date

W-9

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. **25-04-27**

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

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 amendment were issued, indicate below, sign the form and return with your response.

Firm _____

Authorized Signature _____

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

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

Authorized Signature