



**Quartzsite Elementary School District, #4  
Notice of Request for Qualifications**

49241 Ehrenberg-  
Parker Hwy  
Ehrenberg, AZ 85334

RFQ: 21-02-22

PROJECT: **Professional Services for Quartzsite Elementary School**

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Request for Qualifications # 21-02-22

Material and/or Service: Professional Services for Multiple BRGs at Quartzsite Elementary School, 940 West Quail Street, Quartzsite, AZ 85346

RFQ Due Back Date and Time: December 16, 2020 at 9:30 AM (Mountain Standard Time)  
Masks and Social Distancing are Mandatory

Questions Due: December 3, 2020 by Noon

Submittal Location: Quartzsite Elementary School District, #4  
Business Department  
49241 Ehrenberg-Parker Hwy  
Ehrenberg, AZ 85334

This RFQ is being issued pursuant to soliciting statements of qualifications in accordance with procedures prescribed in A.R.S.R7-2-1101, R7-2-1106, R7-2-1108 or R7-2-1117. The procurement of specified professional services will be received by the Quartzsite Elementary School District, #4, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the submission shall remain confidential until award is made. If you need directions to our office, please call (928) 923-7907. **The RFQ and any amendments will only be posted to [www.qsd4.org](http://www.qsd4.org).** It is the vendor's responsibility to check for amendments. **We are NOT in an overnight delivery area.**

The full solicitation will be posted at [www.qsd4.org](http://www.qsd4.org). You may download it there. This is a courtesy notification.

**Five (5) copies requested:** one (1) marked "Original" and three (3) copies of your response in addition to one (1) electronic copy in the form of a USB Flash Drive are requested by the District.

RFQ #21-02-22. Statement of 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 Qualifications shall not be considered.

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

Please read the enclosed requirements and specifications as Quartzsite Elementary School District reserves the right to accept or reject any or all proposals, waive minor informalities, cancel or re-bid and accept any contract deemed to be in their best interest. The submission of a proposal will indicate that the vendor is accepting of all terms and conditions and can meet the specifications and requirements stated in this solicitation.

*April Whitney*

November 24, 2020

**April Whitney, Business Manager**

Date

Phone: (928) 923-7907

Email: [Awhitney@qsd4.org](mailto:Awhitney@qsd4.org)

This solicitation document originated at the District's website, [www.qsd4.org](http://www.qsd4.org), which serves as its official site for all related materials. The District shall not be liable for any solicitation documents or materials obtained by any other source. All amendments are related solicitation documentation may be found on the District's website, [www.qsd4.org](http://www.qsd4.org).



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**DOCUMENTS REFERENCED:**

You may access a copy of the documents referenced within this solicitation at the following web addresses:  
Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:  
[http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10).

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.  
School Facilities Board link to Minimum Adequacy Guidelines

<http://www.azsfb.gov/sfb/agency/Published/Sample%20SFB%20Site%20plan%20for%20MAG%20final%20review.pdf>

	<b>Quartzsite Elementary School District, #4</b> <b>Uniform Instruction to Offerors</b>		49241 Ehrenberg- Parker Hwy Ehrenberg, AZ 85334
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## 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Architect”** means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice Professional Services in Arizona.
- C. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- D. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. **“Contractor”** means any person who has a contract with the School District.
- F. **“Days”** means calendar days unless otherwise specified.
- G. **“Engineer”** means a professional firm and individual registered by the Arizona Technical Board of Registration to offer and practice professional engineering services in Arizona.
- H. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- I. **“Gift or Benefit”** means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal of real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.
- J. **“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.
- K. **“Offer”** means bid, proposal or quotation.
- L. **“Offeror”** means a vendor who responds to a Solicitation.
- M. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- N. **“Responsible Offeror”** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- O. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- P. **“SFB”** means the School Facilities Board, an agency of the State of Arizona.
- Q. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- R. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- S. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- T. **“School District”** means *the School District that executes the contract.*
- U. **“Fiscal Year”** means the period beginning with July 1 and ending June 30 of the following year.

## 2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer 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



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regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer 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. A facsimile, electronic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must 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 applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, 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 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



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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.

1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
  3. Request for Qualifications: All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. 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 must 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.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:



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1. Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. Uniform Instructions to Offerors
10. Statement of Qualifications

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

#### 4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal 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 shall be plainly marked on the outside of the envelope or package.
- B. Offer and Acceptance. Offer shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed by the person authorized to sign the offer, and shall be submitted with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate District interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the District Representative within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- F. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form and notarization the non-collusion affidavit 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



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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; and
3. 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
4. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

## 5. Evaluation

- 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. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- 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 numbers of days from the Offer 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 one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final due date.
- 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, the School District reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

## 6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.



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- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

**7. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Raquel Burton, who is the Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. Any interested party may protest a solicitation issued by the school district, a determination that a proposal is unacceptable, or the proposed award or the award of a school district contract. Protests shall be filed with the district representative.
- B. Content of protest. The protest shall be in writing and shall include the following information:
  - 1) The name, address and telephone number of the interested party;
  - 2) The signature of the interested party or the interested party's representative;
  - 3) Identification of the 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.
- C. The interested party shall supply any other information requested by the district representative within 10 days of the request.
- D. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (C). The written request shall be filed before the expiration of the time limit set forth in subsection (C) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The 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.

**Time for filing protests R7-2-1143**

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





**Quartzsite Elementary School District, #4  
Uniform Terms and Conditions**

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## 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gift or Benefit”** means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal of real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.
- H. **“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.
- I. **“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.
- J. **“Offer”** means bid, proposal or quotation.
- K. **“Offeror”** means a vendor who responds to a Solicitation.
- L. **“Owner”** means the Quartzsite Elementary School District.
- M. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- N. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- O. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- P. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Q. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- R. **“School District”** means the Quartzsite Elementary School District that executes the Contract.

## 2. Contract Interpretation

- A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, the following shall prevail in



**Quartzsite Elementary School District, #4  
Uniform Terms and Conditions**

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the order set forth below:

1. Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement or Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Documents Referenced in the Solicitation;
9. Statement of Qualifications Response.

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. 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.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written



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notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- I. Federal Immigration and Nationality Act. By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. 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.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.
- C. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the



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School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

**5. Contract Changes**

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

**6. Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. 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



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- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

**7. Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
  - 1. Of a quality to pass without objection in the trade under the Contract description;
  - 2. Fit for the intended purposes for which the materials or services are used;
  - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  - 4. Adequately contained, packaged and marked as the Contract may require; and
  - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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**8. School District's Contractual Remedies**

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**9. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511, and R7-2-1087: the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Cancellation for Gifting: R7-2-1087, G, If it appears that any person has not complied with A.R.S. § 15-213(O). The school district or school purchasing cooperative may, by written notice, terminate the Contract, in whole or in part, if the school district or school purchasing cooperative determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the school district or school purchasing cooperative who supervised or participated in the planning, recommending, selecting or contracting of the Contract.
- C. Cancellation for Gratuities. R7-2-1087, H, The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.



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E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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.

**10. Contract Claims**

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

**11. Gift Policy**

The District has adopted a zero tolerance policy and will not accept any gifts, gratuities or advertising products from vendors.

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor's Employment Eligibility**

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.



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**14. Terrorism Country Divestments**

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

**15. Boycott of Israel**

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

**16. Fingerprint Clearances**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

**17. Registered Sex Offender Notification Restriction**

Contractor represents and warrants that no employee of the firm, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative...

**18. COVID-19**

During this uncertain time, facial masks must be worn anytime the firm is on site and social distancing is mandatory

**19. Clarifications/Discussions**

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

**20. Confidential Information**

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

**21. Prohibition of Reprisals**

Quartzsite Elementary School District, #4 is committed to complying with Federal requirements related to whistleblower protections.

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

A. gross mismanagement of a contract or grant;





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- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.





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**1. Pre-Submittal Conference**

No on-site meeting is planned. Students are not able to attend this school until major repairs are made. If you wish to visit, you must wear a hard hat, steel-toed shoes, and wear a COVID mask. Email April Whitney, Business Manager, to schedule a limited visit.

2. Inquires. Should a prospective submitter find any ambiguity, inconsistency or error in the Request for Qualifications, or should the prospective Submitter be in doubt as to their meaning, the prospective Submitter must send their inquiry by email to [Awhitney@qsd4.org](mailto:Awhitney@qsd4.org), and copied to [caroline@pgpc.org](mailto:caroline@pgpc.org). You may also request a copy of the Assessment Report via email.

**3. Offer Preparation.**

A. General. The Quartzsite Elementary School District is seeking Statements of Qualifications (SOQs) in response to this Request for Qualifications. All SOQs must follow the format described in the solicitation's instructions. Failure to follow the instructions regarding format may result in rejection of the SOQ.

B. References

Each offering firm should provide at least three (3) references but no more than five (5) using the form included within this RFQ. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

C. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices and has taken steps and exercised due diligence to ensure that no violation of ARS 15-213 (O) has occurred.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
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.



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5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. 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.

By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

**D. Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your offer that is considered confidential in nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential or proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

**E. Deviations and Exceptions**

The form should be completed if there are any deviations/exceptions to the information found within the Request for Proposal. Any deviation or exception not included on the form provided shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the RFQ.

**F. Familial Relationship Disclosure – Notarized**

A notarized statement disclosing any relationship with the District, its employees, or Governing Board must be included in the proposal package.



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**G. Amendment Acknowledgement**

The form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the proposal package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original proposal and/or related documents.

**I Drug-Free Workplace**

The form indicates if your firm has a policy in place or not and should be included in the proposal package.

**J. Non-Collusion – Notarized**

Offeror attests that the proposal is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the proposal. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder. It also certifies that the Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive proposal, or induced or solicited any other bidder to refrain from submitting an offer.

Offer attests that any person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with a school district or school purchasing cooperative that offers, confers or agrees to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of a school district or school purchasing cooperative is subject to the penalties prescribed in A.R.S. § 15-213(O). This form shall be notarized.

**K. I.R.S. W-9 Form, Request for Taxpayer Information**

Offeror should submit a current I.R.S. W-9 Form with the proposal package. The W-9 form is required in order to receive payment under the Contract. The current form is dated October 2018.

4. Withdrawal of Statements of Qualifications. Submitters may withdraw their SOQs at any time prior to the due date and time.

5. Evaluation.

A. Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The Proposal should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ.

B. Evaluation Overview

- 1) The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in Submittal Requirements and Statement of Qualifications.
- 2) The District will interview, via Zoom or Google Meets, 3 to 4 firms that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview Firms for selection on the final list, the



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committee will rank the top three Firms. In some cases, the District may proceed with a fewer number of proposers.

3) The District will then initiate negotiations with the highest ranked firm in order to agree to fair and reasonable fees related to the services required to produce schematic, design development and construction drawings, specifications and details as required to meet all code requirements and provide all necessary information for bidding and construction of the Project, including construction administration. If the District is unable to reach agreement with the top rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

6. Evaluation Committee The evaluation committee for this procurement shall consist of no less than five and no more than seven members.

7. Proposed Selection Schedule

Request for Qualifications issued	November 24, 2020
Receipt of Packets "Statement of Qualifications due to District.	December 16, 2020
Initial Review and Scoring	December 16th
Notifications of Short List Firms for shortlist or interviews if needed	December 17th
*Interviews if needed (Tentative) via Zoom or Google Meets	TBD
Negotiate with highest ranked firm	TBD
Take Design Fees to SFB for funding	January/February 2021
*Award Professional Services	TBD

\*Dates are subject to change

8. **Evaluation Criteria Format- Total Points Available: 1,000 + 200 (interview if applicable)**

Evaluation of the Request for Qualifications shall be based upon the following criteria listed with their point value so that responding firms understand order of greatest importance:

Mandatory Requirements (Pass/Fail)

- ✓ Firm is licensed in the State of Arizona.
- ✓ Design Team is licensed in Arizona
- ✓ Letter of Interest has a firm commitment to put this SFB project with multiple BRGs out to bid, for one General Contract, between 100 and 120 after receipt of a Purchase Order from the District.



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**A. Qualifications and Experience of Personnel Assigned - (500 points)**

The overall qualifications and expertise of the submitting firm and the assigned individuals; the expertise of the individuals with SFB BRG process, understanding of eCivis process that could assist the District as needed, and their ability to remediate, repair, and/or replace as needed for rural schools. References received from BRG clients or others that the District might contact for information. Please attach a completed Project History Form. Please attach a completed Project History Form.

**B. Method of Approach - (250 points)**

The "Method of Approach" used by the submitting firm in performing architectural and engineering services for the District's multiple BRGs. The completeness, thoroughness, and overall value, offered through this "method of approach" shall be considered; the ability of the submitting firm to meet the District's needs for significant repairs, structural concerns, ADA. The ability of the firm to spend significant time upfront in schematic, design, then construction documents, and to invest resources to the construction administration phase of projects. The ability of the firm to successfully deal with contractor questions, clarifications, and problems arising in the field. Firms documented success working with local political sub-divisions and regulatory agencies that might be involved. The ability of the firm to think "out of the box"; experience being a flexible member of the team, and providing services relative to SFB projects. Submitting firm may provide any additional information that demonstrates the value and overall quality of the firm.

**C. Experience of Firm - (150 points)**

The overall experience of the submitting firm and the assigned individuals in completing SFB funded projects, to include experience with roofing, building systems, HVAC, structural, and ADA projects. The ability of the proposing firm to complete projects within established guidelines and completion schedules. The overall management style of the firm in positively influencing both the design and construction phase of a project. The success of firm in not having change orders in the Design-Bid-Build process. The overall number of years the firm has been in operation. The ability of the firm to resolve issues without settlements, forcing mediation or actual litigation.

**D. Organizational Strength - (50 points)**

The ability of the firm and their associated designers and/or engineers to effectively absorb this project in light of existing work load. This includes the ability of the "consultants" engaged by the firm.

**E. Response Format - (50 points)**

The ability of the firm to provide all information required at time of RFQ submittal and the quality on the statement of qualifications.



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- Purpose:** Pursuant to provisions of the School District Procurement Rules, the Quartzsite Elementary School District, #4 intends to establish a contract for Professional Services for Quartzsite Elementary School at 930 Quail Trail, Quartzsite, AZ 85346. This project is actually multiple BRGs that are solely funded by SFB and must be hard bid to one general contractor. It is expected that fully construction drawings will be ready and approved within 120 days of receiving a valid purchase order from the District.
- Funds:** This project is solely funded with SFB dollars.
- Contract Type:** This Request for Qualifications (RFQ) document, firm's response will become the controlling contract documents for this procurement. This will be a Firm Fixed Fee. The terms, conditions, and requirements of this RFQ will also be part of the final contract. The District will not consider partial offers for award of a contract under this RFQ.
- Authority:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the Assistant Director of Business Services in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Firm.
- Request For Qualification Questions**  
Offerors who have questions about this RFQ are required to submit their questions in writing to the Business Manager. All questions must be submitted by December 3rd at Noon local time. Responses will be addressed in an amendment to the RFQ if necessary. Amendments must be acknowledged on the Amendment Acknowledgement Form designated in the solicitation. The purpose of the amendment is to clarify, if necessary, the terms of this Request for Qualifications, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Qualifications, or if in doubt as to their meaning, such matters should be presented in writing. Phone calls with questions or requests for information regarding the RFQ will not be accepted. Oral statements or instructions will not constitute an amendment to this RFQ. Please submit any questions or discrepancies to the district by email, [Awhitney@qsd4.org](mailto:Awhitney@qsd4.org) and copy [caroline@pgpc.org](mailto:caroline@pgpc.org) . We recommend you request a delivery and read receipt of all e-mails sent to the District regarding this solicitation.
- Submittal Opening:** Qualifications shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.
- Time Stamp for Submittals:** 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). All submittals received after the time stated in the RFQ will not be considered and will be returned to the vendor unopened. The vendor assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the vendor assumes responsibility for having his RFQ deposited on time at the place specified. The official clock for determining the time shall be that utilized by the Business Department at the place RFQ's are timestamped.



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8. **Changes to Work:** The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District with the approval of the SFB. All changes shall be documented by formal amendment or change order to the contract.
9. **Contract Modification:** No modification of this contract shall bind the District unless a formal contract amendment is executed between the District and the Firm.

**10. Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Firm under this Contract is an independent Firm. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No 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.

**11. Contract Administration and Operation**

- A. Contract Type: The Contract shall be Firm Fixed Price.
- B. Records. Under A.R.S. § 35-214 and § 35-215, the Firm shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Firm shall produce a legible copy of any or all such records.
- C. Non-Discrimination. The Firm shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- D. Audit. At any time during the term of this Contract and five (5) years thereafter, the Firm's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.





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- E. Notices. Notices to the Firm required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Firm unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Firm 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 notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Firm shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Firm is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Firm shall not use or release these materials without the prior written consent of the School District.

**12. Change Orders**

This is an SFB Funded project. The District is not able to supplement the construction project with additional funds. Therefore attention to detail is critical.

**13. Key Personnel of Firm**

It is essential that the firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The firm must agree to assign specific individuals to the key positions. Firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

For purposes of this contract, Key Personnel is, at a minimum, those individuals shown in the Submitter's response to the Request for Qualifications.

**14. Cancellation for Possession of Weapons on District Property.**

This contract may be cancelled if Firm or any subcontractors or others in the employ or under the supervision of the Firm or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on District property. Such property includes District owned or leased office building, yards, parking lots, construction sites or District owned vehicles. Further, if the Firm or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by a District official to leave the District property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-3102, Criminal trespass in the third degree; classification.

**15. Lobbying**

Lobbying is not permitted with any district personnel or board members related to or involved with the Solicitation. Award of the project will be posted appropriately when Governing Board approves the recommendation. Any oral or written inquiries must be directed through the business office. You shall NOT call any member of the Team. All inquiries must go through Awhitney@qsd4.org.

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



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16. **Default.** Firm may be deemed to be in default if, at any time during the performance of the Contract, Firm initiates or is party to actions including but not limited to:
- A. Failure to provide the District with acceptable proof of compliance with prescribed insurance requirements;
  - B. Failure in a material way to correct services not in conformance with the Contract;
  - C. Material and/or repeated disregard of or failure to comply with laws, ordinances, rules, regulations, orders of any public authority having jurisdiction or applicable safety standards or building codes;
  - D. Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
  - E. Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; or
  - F. Attempting to assign this Contract without obtaining the District's Procurement Officer prior written consent.

17. **Costs and Payments**

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

18. **Contract Changes**



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- A. Amendments. This solicitation is issued under the authority of the Procurement Officer who signed this solicitation. The solicitation may be modified only through an Amendment within the scope of the solicitation post by the Procurement Officer to [www.qsd4.org](http://www.qsd4.org). Changes to the solicitation, with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments after award. Amendments and contract changes are directed only by authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Firm are enforceable. Unauthorized amendments or changes are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Firm shall not be entitled to any claim and this Contract based on those changes.
- B. Assignment and Delegation. The Firm shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative.

**19. Risk and Liability**

- A. Risk of Loss. The Firm 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 Firm regardless of receipt.
- B. General Indemnification. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Quartzsite Elementary School District, #4 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Firm from and against any and all claims. It is agreed that Firm will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Firm agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Firm for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Firm shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Firm of any claim for which it may be liable under this paragraph.



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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 Firm or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

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

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

1. Firm's Representations and Warranties. All representations and warranties made by the Firm under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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2. Purchase Orders. The Firm 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 Firm prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**20. School District's Contractual Remedies**

- A. Right to Assurance. If the School District in good faith has reason to believe that the Firm does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Firm give a written assurance of intent or ability to perform. Failure by the Firm to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
  1. The School District may, at any time, by written order to the Firm, require the Firm to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Firm, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Firm shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Firm shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Firm, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Firm's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**21. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 and R7-2-1087: the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Firm receives written notice of the cancellation unless the notice specifies a later time.
- B. Cancellation for Gifting: R7-2-1087, G, If it appears that any person has not complied with A.R.S. § 15-213(O). The school district or school purchasing cooperative may, by written notice, terminate the Contract,



**Quartzsite Elementary School District, #4  
Special Terms and Conditions**

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in whole or in part, if the school district or school purchasing cooperative determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the school district or school purchasing cooperative who supervised or participated in the planning, recommending, selecting or contracting of the Contract.

- C. **Cancellation for Gratuities.** R7-2-1087, H, The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. **Suspension or Debarment.** The School District may, by written notice to the Firm, immediately terminate this Contract if the school District determines that the Firm has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. **Termination for Convenience.** The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Firm shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Firm under the Contract shall become the property of and be delivered to the School District. The Firm shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. **Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Firm to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Firm.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the Firm under the Contract shall become the property of and be delivered to the School District.
  3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Firm shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.
- F. **Continuation of Performance through Termination.** The Firm shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**22. Contract Claims**

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



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**23. Insurance and Safety:**

A. Minimum Scope and Limits of Insurance

Firm shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, direct operations, sublet work, completed operations, sexual predator coverage, and broad form contractual liability coverage.

- General Aggregate/for this Project \$2,000,000/\$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Each Occurrence \$2,000,000
- Maximum Deductible \$10,000

- a. The policy shall be endorsed to include the following additional insured language: **“The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer”**.
- b. Firm's subconsultants shall be subject to the same minimum requirements identified above.

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer, including automobiles owned, leased, hired or borrowed by the Engineer"**.
- b. Engineer's subconsultants shall be subject to the same minimum requirements identified in this section.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the District.
- b. Engineer's sub-consultants shall be subject to the same minimum requirements identified in this section.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim \$2,000,000

In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Architect/Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. Policy shall contain a waiver of subrogation against the District.



**Quartzsite Elementary School District, #4  
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- 5. Professional Liability (Errors and Omissions Liability) for Subconsultants** In addition to the insurance requirements for the Architect/Engineer, the A&E's registered subconsultants are required to carry Professional Liability insurance as follows:

Each registered sub-consultant will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

All required subconsultants' certificates and endorsements are to be received and approved by the District before work commences. All insurance coverage for subconsultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

- 6. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the District is named as an additional insured, the District shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
- b. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**B. Safety**

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

Ensure that no employee has possession of or engages in consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed or prescribed legal drugs while providing services under this contract.

**24. Other Requirements**

This is an occupied school campus where the educational process comes first. Thus, the ultimate standards must be in place:

- A.** Firm's employees must possess positive photo identification at all times;
- B.** Park in assigned locations;
- C.** Breaks/lunch periods only in designated areas;
- D.** No weapons in vehicles or on campus;
- E.** No smoking/vaping on campus;
- F.** No foul or offensive language;
- G.** No alcohol/tobacco/illicit drugs of any kind;
- H.** No clothing referencing any of the above;
- I.** No speaking to staff nor students outside the scope of this work;
- J.** No leering or whistling;
- K.** No usage of District equipment, offices, computers, etc. located in the sites;
- L.** Site must be safe at the end of each shift;
- M.** These are no tolerance terms!





**Quartzsite Elementary School District, #4**

**Scope of Work**

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Quartzsite Elementary School District, #4 invites qualified Professional Service firms to submit their Statement of Qualifications in the format designated in this RFQ.

**About the Project:**

The project is a result of the assessment commissioned by the School Facilities Board for Quartzsite Elementary, 940 West Quail Street, Quartzsite, AZ 85346. Construction documents which include drawings and specifications are expected to be delivered and approved with 120 days after receipt of a purchase order from the District.

Building #	Description	Gross Area	Use	Construction
1001	A	5,081	Office Classrooms Media Center Restroom	Modular
1002	B	1,885	Classrooms (1&2)	Modular
1003	C	1,913	Classrooms (Special Needs) (3&4)	Modular
1004	D	1,885	Classrooms (5&6)	Modular
1005	E	304	Restrooms	Masonry/Wood
1006	F	8,636	Gymnasium Classroom	Masonry/Steel
1007	Kitchen	1,189	Kitchen	Masonry/Steel
	Fire		Fire Pump	Wood

That assessment report found that there were problematic structural conditions, loss of thermal quality, poor air quality, inadequate heating and cooling, inoperable life safety systems, mold growth, corroded electrical systems and ADA issues.

Design phase of the facility repairs will include meeting(s) with the committee as designated by QUSD and all required meetings with the representatives of the Arizona School Facilities Board.

Perform all functions to design and manage the complete construction of the repairs, including weekly meetings at the site during construction, with reports from all meetings, and inspections.

Architect / Engineer as-built drawings and specifications review and submission to QUSD will be required with all closeout documentation in both hard copy and electronic formats.

1. Completion of schematic design, design development and construction documents, including specifications for hard bids and the add-alternates;
2. All required structural engineering, calculations and construction observation; mechanical/plumbing engineering and construction observation; electrical engineering and construction observation; on and off-site civil engineering, hydrology, design and construction administration;
3. The fee charged by Firm must include Development of timelines and schedules;
4. Attendance at Prebid openings, analysis of bid documents and preparation of results, including vetting contractor for issues with previous projects;
5. Administration of contract for construction, including site observation, performance of all IBC required inspections and issuance of a certificate of occupancy;
6. Review and recommendation for any pay requests, change orders and requests for time extensions;



**Quartzsite Elementary School District, #4**

**Scope of Work**

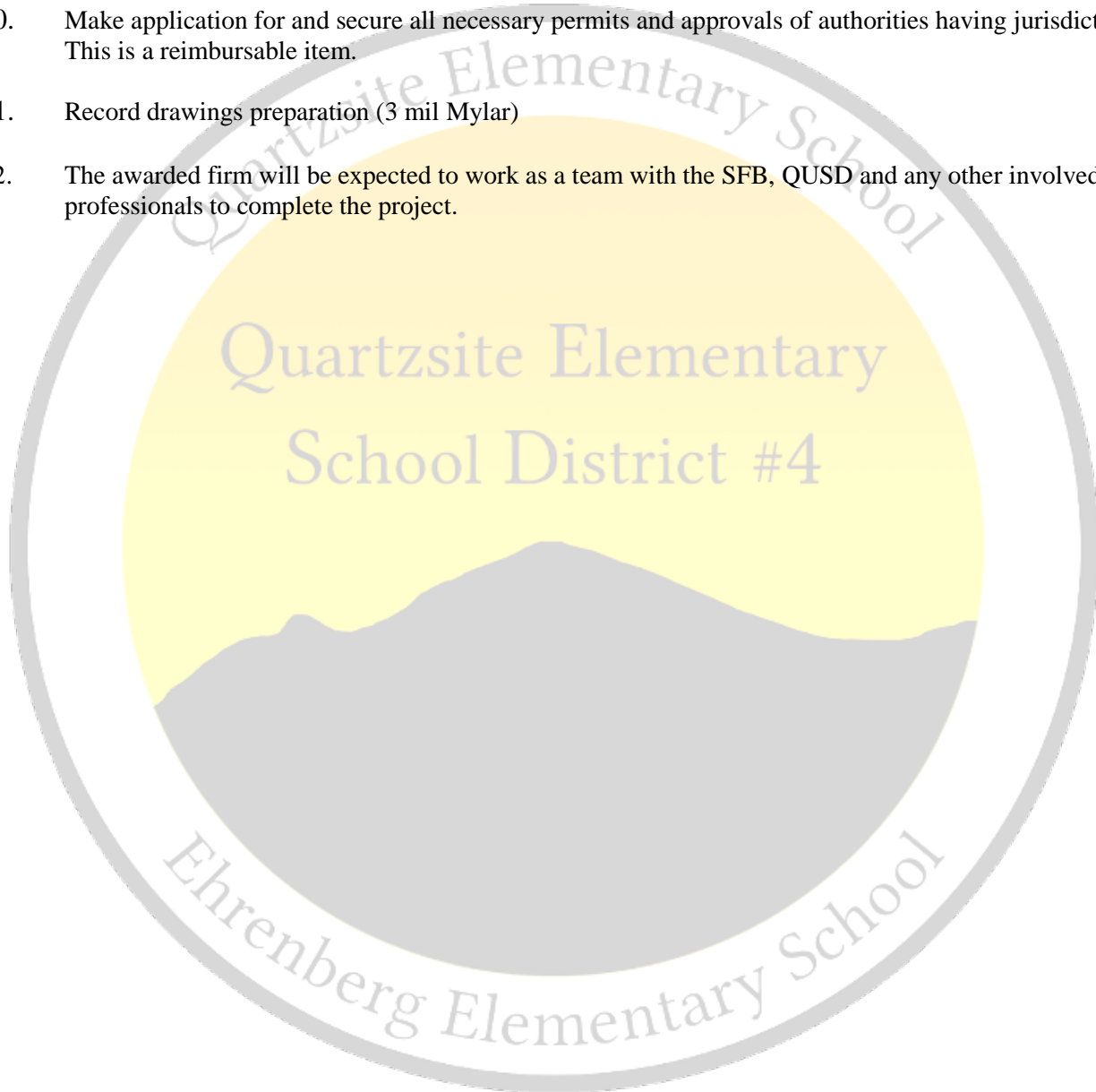
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7. Preparation of all closeout materials and record drawings for submittal to the District;
8. Attendance at community, staff and Governing Board meetings and functions related to the Quartzsite building repairs.
9. Provide warranty evaluation during a two year warranty period.
10. Make application for and secure all necessary permits and approvals of authorities having jurisdiction. This is a reimbursable item.
11. Record drawings preparation (3 mil Mylar)
12. The awarded firm will be expected to work as a team with the SFB, QUSD and any other involved professionals to complete the project.





**Quartzsite Elementary School District, #4  
Evaluation Criteria**

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<b>Mandatory Requirements</b>	<b>Pass or Fail</b>
Firm is licensed in the State of Arizona.	
Design Team is licensed in Arizona	
Letter of Interest has a firm commitment to have CD approved for this project in within the SFB minimum adequacy guidelines within 120 days.	
<b>Area of Evaluation</b>	
<b>A. Qualifications and Experience of Personnel Assigned -</b>	<b>(600 points)</b>
<ul style="list-style-type: none"> <li>The overall qualifications and expertise of the submitting firm and the assigned individuals</li> <li>The expertise of the individuals with SFB's BRG process,</li> <li>Demonstrated understanding of eCivis process that could assist the District as needed, and</li> <li>Firm's ability to remediate, to repair, and/or replace buildings for rural schools.</li> <li>References received from BRG clients or others that the District might contact for information. Performance Survey responses ( minimum of three no more than five)</li> </ul>	
<b>B. Method of Approach -</b>	<b>(250 points)</b>
<ul style="list-style-type: none"> <li>The completeness, thoroughness, and overall value, in performing architectural and engineering services for the District's multiple SFB BRGs.</li> <li>The ability of the submitting firm to meet the District's needs for significant repairs, structural concerns, ADA.</li> <li>Firm's commitment to spend significant time upfront in schematic, design, then the construction documents, and to invest resources to the construction administration phase of projects.</li> <li>Firm's record of successfully deal with contractor questions, clarifications, and problems arising in the field. Firms documented success working with local political sub-divisions and regulatory agencies that might be involved.</li> <li>Documentation of the firm's ability to think "out of the box"; experience being a flexible member of the team, and providing services relative to SFB projects.</li> <li>Additional information that demonstrates the value and overall quality of the firm.</li> </ul>	
<b>C. Experience of Firm -</b>	<b>(200 points)</b>
<ul style="list-style-type: none"> <li>The overall experience of the submitting firm and assigned individuals in completing SFB funded projects, to include experience with roofing, building systems, HVAC, structural, and ADA projects.</li> <li>Firm's record of successfully completing SFB projects within established guidelines and completion schedules.</li> <li>The success of firm in not having change orders in the Design-Bid-Build process.</li> <li>The overall number of years the firm has been in operation.</li> <li>Litigation status of the Firm</li> </ul>	



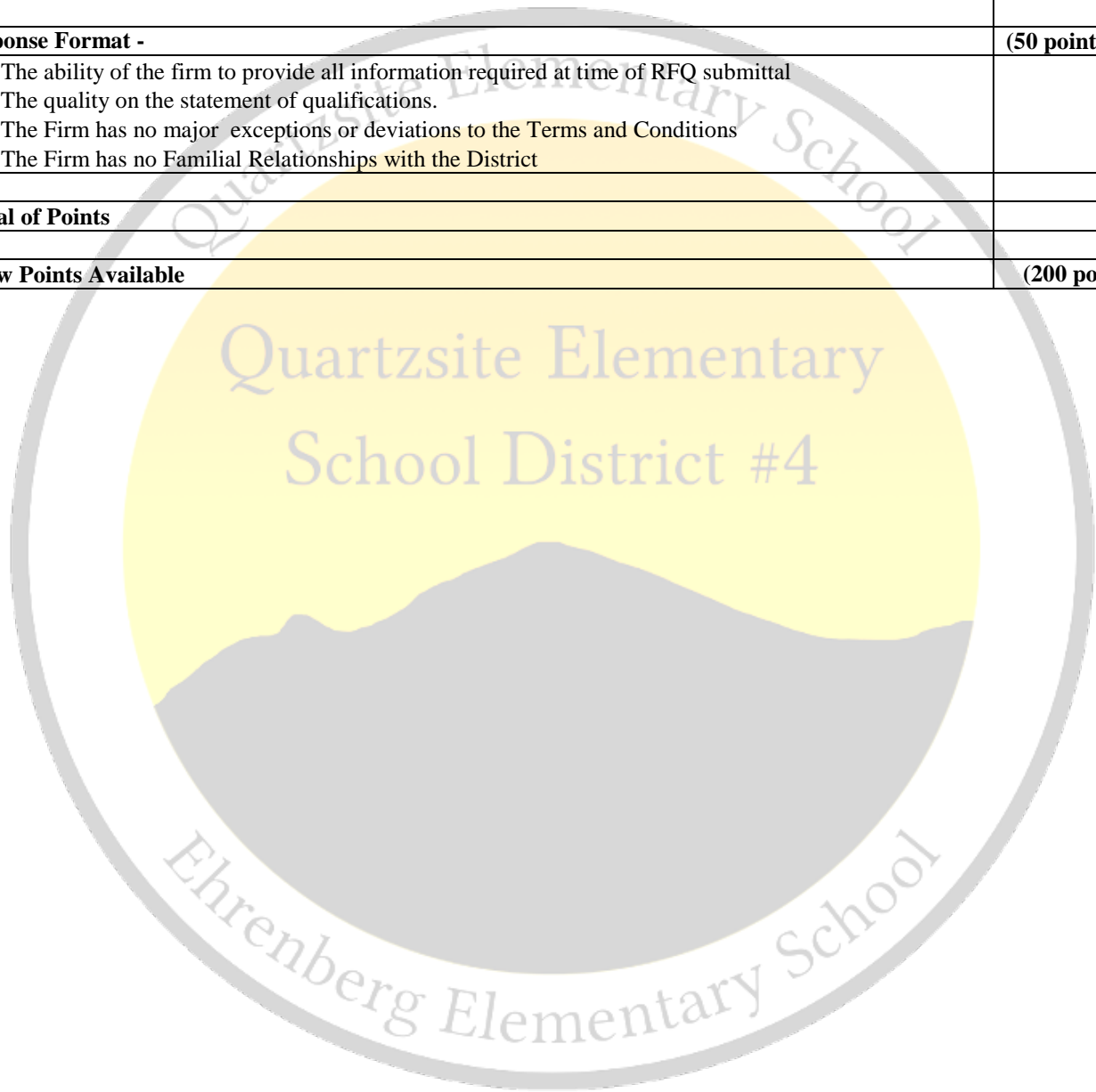
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Evaluation Criteria**

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<b>D. Organizational Strength -</b>	<b>(50 points)</b>
<ul style="list-style-type: none"> <li>The ability of the firm and their associated designers and/or engineers to effectively absorb this project in light of existing work load.</li> <li>This includes the ability of the “consultants” engaged by the firm</li> </ul>	
<b>E. Response Format -</b>	<b>(50 points)</b>
<ul style="list-style-type: none"> <li>The ability of the firm to provide all information required at time of RFQ submittal</li> <li>The quality on the statement of qualifications.</li> <li>The Firm has no major exceptions or deviations to the Terms and Conditions</li> <li>The Firm has no Familial Relationships with the District</li> </ul>	
<b>Sub Total of Points</b>	1,000
<b>Interview Points Available</b>	<b>(200 points)</b>





**Quartzsite Elementary School District, #4  
Submittal Requirements**

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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 Amendment (as applicable) and agrees that all requirements of this RFQ have been satisfied.
- B. SOQ must be submitted in the format described in the Statement of Qualifications Section.
- 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 District.

2. **SOO PRESENTATION**

- A. Interested firms shall prepare **one original and three copies** and one electronic on a thumb drive, of the qualification package (total of five sets). The original should be marked "ORIGINAL" and the three copies should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in Section IV.
- B. The 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, the District will limit the total number of content pages to 15 (single sided using minimum 11 point font). Pictures of projects, buildings, exteriors and interiors are not allowed. Documents that will not be considered in this total shall be:
  - a. cover page,
  - b. index,
  - c. Tab Pages (The tab pages will be used to reference each section and can be used for art work)
  - d. Mandatory Forms under Tab 5 such as Lobbying, Offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages.

The District has attempted to streamline the amount of required information as noted in Statement of Qualifications Section. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

	<b>Quartzsite Elementary School District, #4</b> <b>Statement of Qualifications</b>		49241 Ehrenberg- Parker Hwy Ehrenberg, AZ 85334
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**SOQ-Required Information:**

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

**Tab 1**

**Qualifications and Experience of Personnel Assigned**

Provide a brief document that contains all of the following information:

- A. Company name.
- B. Owners
- C. The qualifications and expertise of the submitting firm and assigned individuals/consultants to be engaged in the project;
- D. Documentation of certification and registration status of all assigned individuals;
- E. Document your knowledge and ability to assist the District with uploading documentation in eCivis.
- F. Place the Project History Form here.

**Tab 2 Method of Approach**

- A. A short narrative by the submitting firm/team in performing all architectural and engineering services when using only SFB funds to address major building deficiencies. Firms should address the completeness, thoroughness, and overall value, offered when SFB standards are involved and funds will be so limited.
- B. Document your team approach to tackling a single school site with significant building envelop repairs, structural concerns, failing building systems, as well as ADA issues, and provide a timeline for the process.
- C. A short narrative that Firm will provide the construction administration phase of project and deal successfully with questions, clarifications and problems arising in field; ability of firm to work successfully with other local political sub-divisions and regulatory agencies.
- D. A short narrative of at least two past examples of solutions that were “thinking out of the box” with regards to SFB projects.
- E. Submitting firm may provide any additional information that demonstrates the value and overall quality of the firm/team.

**Tab 3 EXPERIENCE OF FIRM**

- A. A graph that documents the overall combined experience of the submitting firm/team and assigned individuals in completing SFB construction in the last three years with the following category notations:

	ADA	Electrical	Fire System	HVAC	Roofing	Structural	Flooring
Number of Districts							



**Quartzsite Elementary School District, #4  
Statement of Qualifications**

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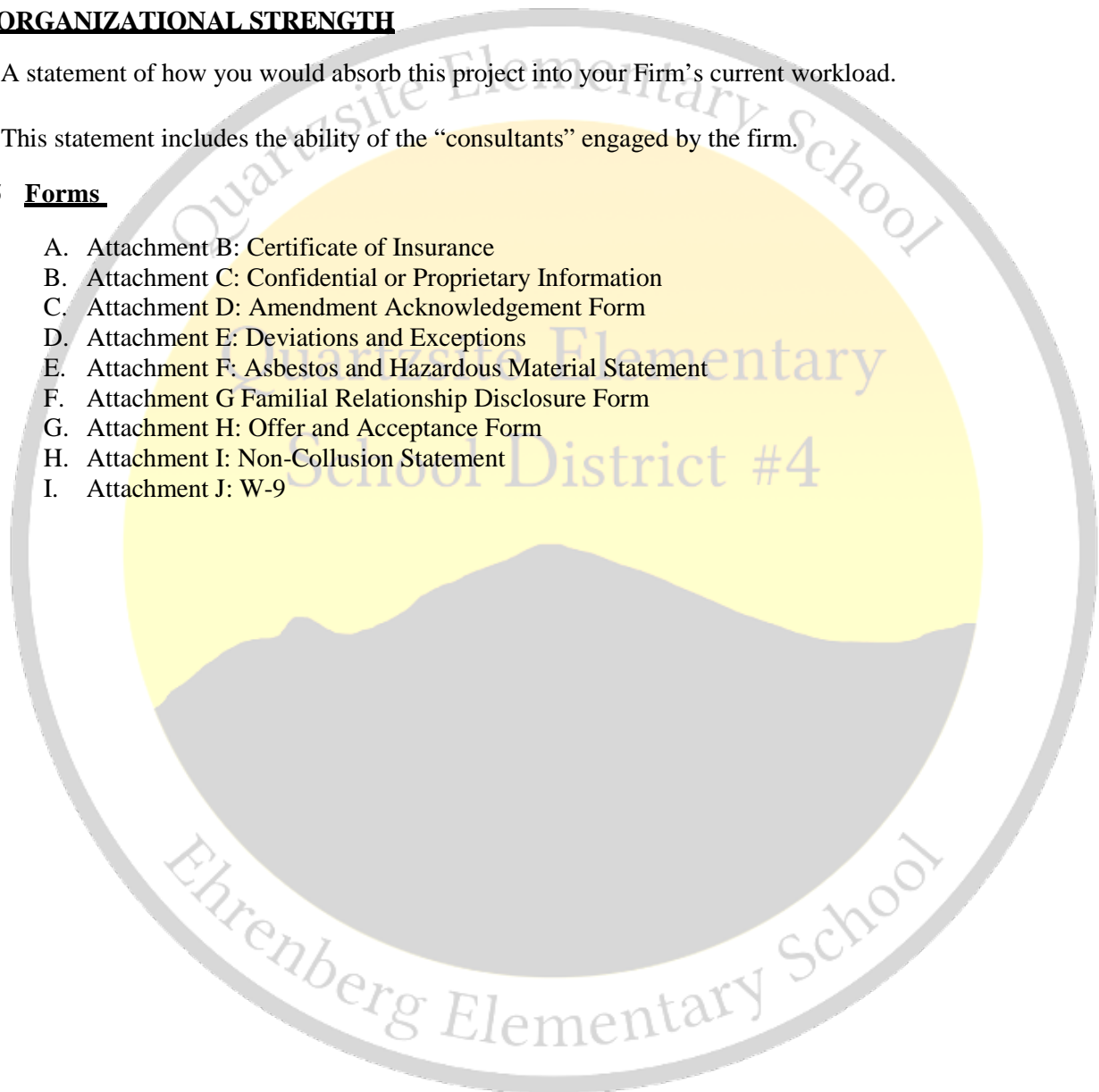
- B. A narrative statement about any change orders for the projects listed in “A” above. Were they owner driven, unknowns discovered in mid-construction, or other.
- C. A statement of the status of any resolved, current, settlements, or pending litigation or claims against your Firm in Arizona for the last five years.

Tab 4 **ORGANIZATIONAL STRENGTH**

- A. A statement of how you would absorb this project into your Firm’s current workload.
- B. This statement includes the ability of the “consultants” engaged by the firm.

Tab 5 **Forms**

- A. Attachment B: Certificate of Insurance
- B. Attachment C: Confidential or Proprietary Information
- C. Attachment D: Amendment Acknowledgement Form
- D. Attachment E: Deviations and Exceptions
- E. Attachment F: Asbestos and Hazardous Material Statement
- F. Attachment G: Familial Relationship Disclosure Form
- G. Attachment H: Offer and Acceptance Form
- H. Attachment I: Non-Collusion Statement
- I. Attachment J: W-9





**Quartzsite Elementary School District, #4**

Attachment A: SOQ Client References

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**REFERENCE LISTING**

It is the vendor’s responsibility to send out a reference form to each client making sure the client completes the form and return the form **directly** back to the QUSD Purchasing Department.

**The form on the next page is to be completed by your clients. Your clients will then email the form back to the Purchasing Department at Awhitney@qsd4.org.**

To do this, fill out the top portion, (**To, Name of your company, Company being surveyed, and Phone**) on the attached Firm Reference Form. Fax, e-mail or mail the form to clients for which you have previously provided services. All clients must be different (can’t have multiple people evaluate the same location). Clients shall complete the form and fax it to the Quartzsite Elementary School District, #4 directly by the time and date indicated. The maximum number of references that will receive credit is five and the minimum number is two. Credit will be given to vendors with more high performing references and School District experience.

Has your firm sent the attached Firm Reference Form to <i>at least</i> 5 client references?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm verified receipt of your submittal with each client referenced?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to the email provided on the form (Awhitney@qsd4.org) by the due date of December 16, 2020?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Please list the client references below that received the Firm Reference Form: (Company Name, Contact Name, Contact Number) Put an asterisk next to any client that used Design-Bid-Build		
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		





**Quartzsite Elementary School District, #4**

**SOQ References Survey Form**

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**REFERENCE FORM**

Top portion is to be completed by the vendor. Bottom portion is to be completed by the past client.

**Reference for:** \_\_\_\_\_

**Subject:** Professional Services for Quartzsite Elementary School

Return to the Attention: April Whitney, Business Manager

**Name of Client responding to Survey:** \_\_\_\_\_

**Organization Representative:** \_\_\_\_\_

**Contact Phone for any follow-up:** \_\_\_\_\_

Quartzsite Elementary School District, #4 has implemented a process that collects past information on firms. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firms.

The company listed above has chosen to participate in this program. They have listed you as a past client that they have provided services for. Both the company and Quartzsite Elementary School District, #4 would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying form.

Please evaluate the Performance of the vendor (10 means-you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to collaborate with the District to deliver a project that was within budget and on time using Design-Bid-Build method (hard bid)	(1-10)	
2	Quality of Design, schematics, specifications so that change order are very limited	(1-10)	
3	Ability to grasp and understand the needs of your entity/SFB and translate them successfully into the project.	(1-10)	
4	Ability of the firm "think outside of the box" to deliver the project	(1-10)	
5	Ability to realize the value engineered savings after completion of your project(s)	(1-10)	
6	Ability to keep project on schedule	(1-10)	
7	Close out process (invoicing, no unexpected fees)	(1-10)	
8	Did you receive all your as-built documents	(1-10)	
9	Ability to follow the user's rules, regulations, and requirements of SFB	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using Firm again)	(1-10)	

**TOTAL POINTS** \_\_\_\_\_

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this questionnaire to **Quartzsite Elementary School District, #4** at [Awhitney@qsd4.org](mailto:Awhitney@qsd4.org) by **2:00 p.m., December 16, 2020.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\*\*\* Company being Surveyed\*\*\*



**Quartzsite Elementary School District, #4**

Attachment B: Certificate of Insurance

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**CERTIFICATE OF INSURANCE**

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

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	<b>A</b>	
NAME AND ADDRESS OF INSURED:	<b>B</b>	
	<b>C</b>	
	<b>D</b>	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 PROPERTY DAMAGE \$1,000,000.00 OR BODILY INJURY AND PROPERTY DAMAGE COMBINED \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT \$ 100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

THE QUARTZSITE ELEMENTARY SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____
	AUTHORIZED REPRESENTATIVE



**Quartzsite Elementary School District, #4**  
Attachment C: Confidential or Proprietary Information

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If the Offeror has deemed any portion of their offer to be Confidential or Proprietary, they must specifically identify the section and page number(s) of the confidential/proprietary information below as well as include a statement advising the School District of why the information shall not be disclosed.

Please note that this information must be placed in a separate envelope with the documentation of what is proprietary on the outside of the envelope. Should the District disagree, this envelop will not be opened nor used for evaluation unless your claim is withdrawn within 48 hours of notice from the District.

The School District shall review the statement and determine whether the information will be withheld. If the School District determines to it is not Confidential or Proprietary, the School District shall inform Offeror in writing of such determination.

This SOQ offer contains information that our firm believe is confidential or proprietary for the following reasons:

or

The undersigned hereby acknowledges that there is no confidential or proprietary information contained within the offer.

\_\_\_\_\_  
Firm

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



**Quartzsite Elementary School District, #4**  
Attachment D: Amendment Acknowledgement Form

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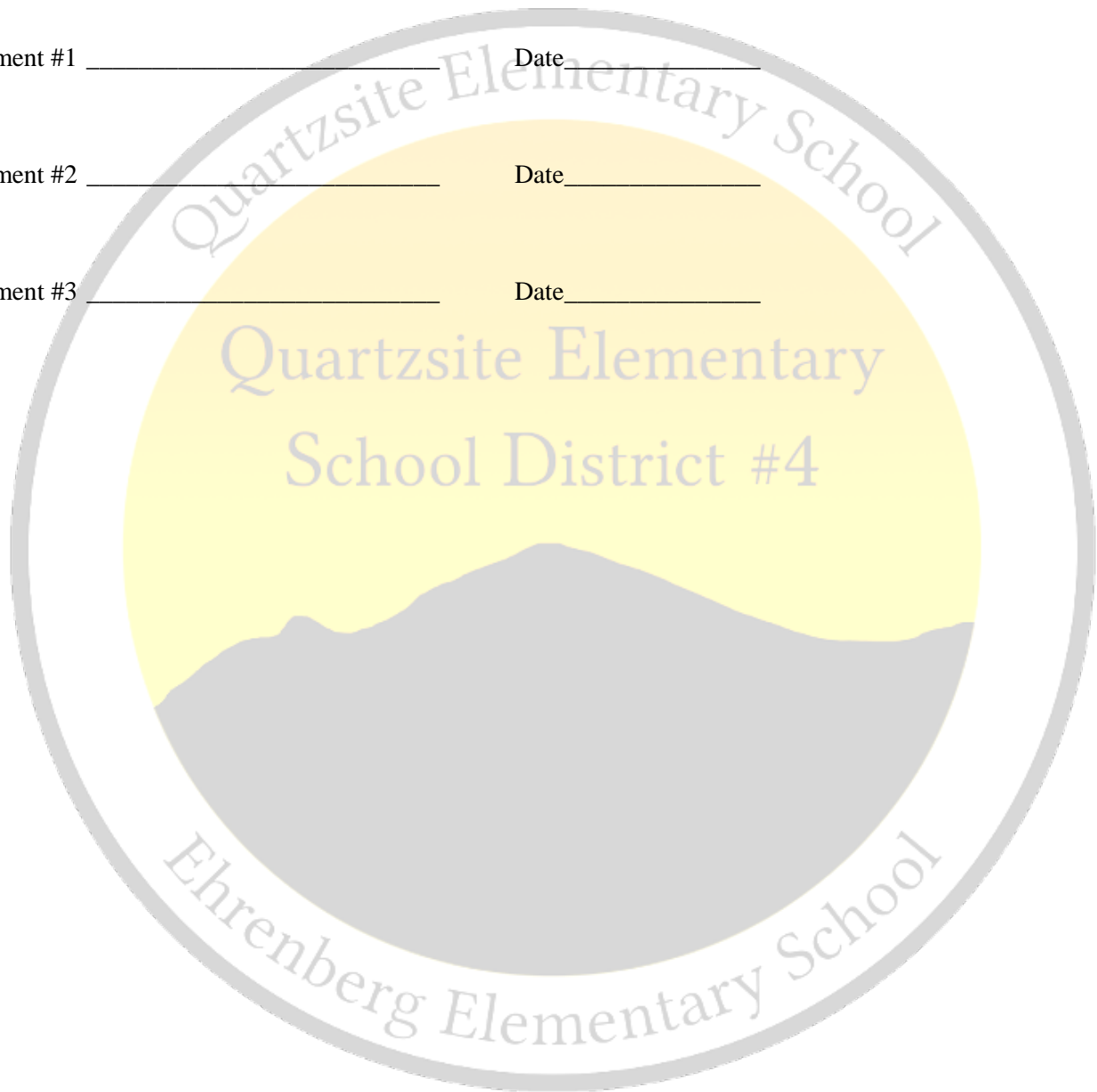
This page is used to acknowledge any and all Amendments that might be issued. If no Amendment is issued, you need not return this page. Your signature indicates that you took the information provided in the Amendment into consideration when providing your response.

Please sign and date

Amendment #1 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #2 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #3 \_\_\_\_\_ Date \_\_\_\_\_





**Quartzsite Elementary School District, #4**

**Attachment E: Deviations and Exceptions**

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List any deviation or exception for any item listed in this RFQ. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the RFQ.

The following deviations/exceptions are being submitted for consideration:

Section	Page	Item	Reason

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



Firm's Signature: \_\_\_\_\_

Ehrenberg Elementary School



**Quartzsite Elementary School District, #4**  
Attachment F: Asbestos and Hazardous Material Statement

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**PLEASE RETURN THIS SIGNED FORM ALONG WITH  
YOUR REQUEST FOR QUALIFICATIONS.**

**ATTENTION:** Architects, Consultants, Contractors, Sub- contractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Quartzsite Elementary School District, #4. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to April Whitney at Awhitney@qsd4.org.

Solder and paint with any amount of lead is no longer authorized, and will not be used in any District projects.

**HOLD HARMLESS:**

Interface of work under this contract with work containing asbestos shall be executed by the Firm and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the Firm acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and our firm will comply.

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

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Typed Name/Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number/FAX Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date



**Quartzsite Elementary School District, #4**  
Attachment G: Familial Relationship Disclosure Form

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**Familial Relationship Disclosure Statement**

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Quartzsite Elementary School District, #4 or any employee of the Quartzsite Elementary School District, #4:

The undersigned, the owner or authorized officer of \_\_\_\_\_

(the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Quartzsite Elementary School District, #4 or any employee of Quartzsite Elementary School District, #4. If such a relationship exists, please explain:

Employee of Firm	Quartzsite Elementary School District Connection	How are they related?

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

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

Subscribed and sworn to before me

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

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

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

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



**Quartzsite Elementary School District, #4**

Attachment H: Offer and Acceptance Form


RFQ: 21-02-22

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The Undersigned hereby offers 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 offer.

Company Name		For Clarification of this Offer, contact the following person:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
		E-mail	
		 <hr/> <b>Signature of Person Authorized to Sign Offer</b>	
Street			
City			
Arizona	Zip	Printed Name of Person Authorized to Sign Offer	
		Title	

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices and has taken steps and exercised due diligence to ensure that no violation of ARS 15-213 (O) has occurred.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
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 District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. §15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. 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.
10. By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

*ACCEPTANCE OF OFFER The offer 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 Offer as accepted by the School District.

**This contract shall henceforth be referred to as Contract No. 21-02-22 for Multiple BRGs at Quartzsite Elementary School.**

The effective date of the Contract is \_\_\_\_\_, 20\_\_\_\_\_

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

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

\_\_\_\_\_  
**Authorized signature of the District**







Quartzsite Elementary School District, #4

Attachment J: Request for W-9

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PROJECT: Professional Services for Quartzsite Elementary School

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Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.

Social security number and Employer identification number input boxes.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding... 3. I am a U.S. citizen or other U.S. person... 4. The FATCA code(s) entered on this form... is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here section with Signature of U.S. person and Date fields.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
Form 1099-S (proceeds from real estate transactions)
Form 1099-K (merchant card and third party network transactions)
Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
Form 1099-C (canceled debt)
Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Quartzsite Elementary School District, #4**

**Checklist**

RFQ: 21-02-22

PROJECT: **Professional Services for Quartzsite Elementary School**

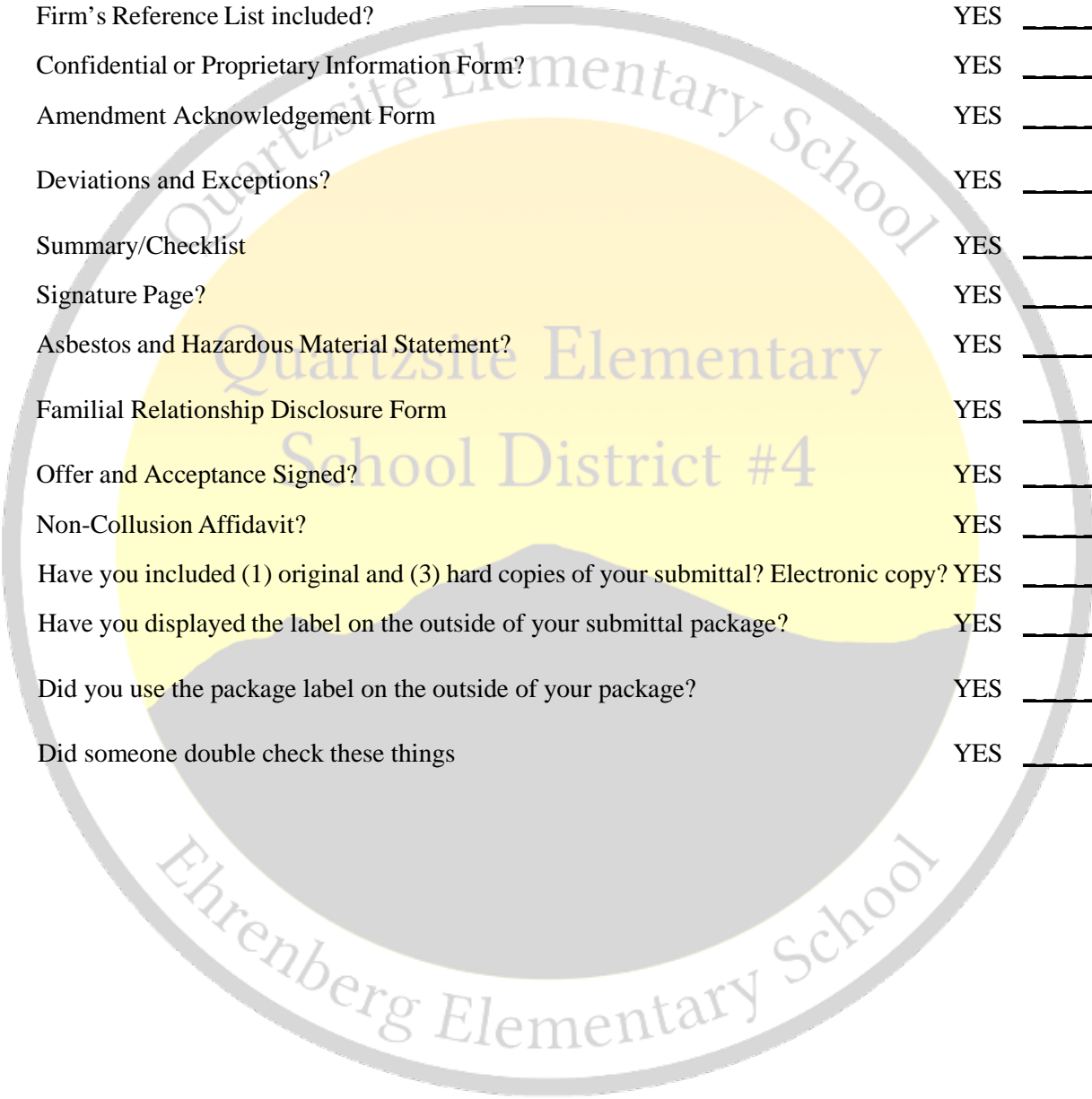
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**SUMMARY/CHECKLIST**

Please indicate that you have completed the following and have included them in this Request for Qualifications response:

- 1. Did you follow the format? YES \_\_\_\_\_
- 2. Firm's Reference List included? YES \_\_\_\_\_
- 3. Confidential or Proprietary Information Form? YES \_\_\_\_\_
- 4. Amendment Acknowledgement Form YES \_\_\_\_\_
- 5. Deviations and Exceptions? YES \_\_\_\_\_
- 6. Summary/Checklist YES \_\_\_\_\_
- 7. Signature Page? YES \_\_\_\_\_
- 8. Asbestos and Hazardous Material Statement? YES \_\_\_\_\_
- 9. Familial Relationship Disclosure Form YES \_\_\_\_\_
- 10. Offer and Acceptance Signed? YES \_\_\_\_\_
- 11. Non-Collusion Affidavit? YES \_\_\_\_\_
- 12. Have you included (1) original and (3) hard copies of your submittal? Electronic copy? YES \_\_\_\_\_
- 13. Have you displayed the label on the outside of your submittal package? YES \_\_\_\_\_
- 14. Did you use the package label on the outside of your package? YES \_\_\_\_\_
- 15. Did someone double check these things YES \_\_\_\_\_



---

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR RESPONSE CONTAINER

## SEALED QUALIFICATION PACKAGE

Submitted by:
City, State, Zip:
RFQ# 21-02-22 Professional Services for Quartzsite Elementary School

Due Date: **December 16, 2020 by 9:30 AM**

Quartzsite Elementary School District, #4  
District Office  
49241 Ehrenberg-Parker Hwy  
Ehrenberg, AZ 85334

# SEALED QUALIFICATION PACKAGE

Submitted by:	
City, State, Zip:	

RFQ# 21-02-22 Professional Services for Quartzsite Elementary School

Due Date: **December 16, 2020 by 9:30 AM**

Quartzsite Elementary School District, #4  
District Office  
PO Box 130  
Ehrenberg, AZ 85334