	<b>Cave Creek Unified School District, #93</b> <b>Notice of Request for Qualifications</b>		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 1 of 58	

Release Date: February 18 2020  
Request for Qualifications #: 20-07-25  
Material and/or Service: **Job Order Contracting Services-General Contractors**  
RFQ Due Back Date: March 5, 2020  
Time: 11:00 AM (Mountain Standard Time)  
Questions Due: February 25, 2020, by Noon.  
Submittal Location: Cave Creek Unified School District, #93  
Procurement Department  
33016 N 60<sup>th</sup> Street  
Scottsdale, AZ 85266

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 qualified General Contractors will be received by the Cave Creek Unified School District, #93, 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 480-575-2025.

The full solicitation will be posted at [www.AZPurchasing.org](http://www.AZPurchasing.org). You may download it there. **Seven copies of the response are requested:** one (1) marked “**Original**” and **five (5)** copies, in addition to one (1) electronic copy in the form of a USB Flash Drive. RFQ #20-07-25. 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.

Cave Creek Unified School District is seeking qualified General Commercial Contractors (Arizona State Registrar of Contractors B-1 and B-2) to perform miscellaneous services, including, but not limited to, construction alteration and repair in connection with any structure built, being built, or to be built for the support, shelter, and enclosure of persons or moveable property of any kind, and any real estate attached thereof within the District utilizing Job Order Contracting (JOC) project delivery method. The scope of work for each project cannot be precisely defined at this time, but the range of services may include, but is not limited to tenant improvements, remodels, new construction, site grading and paving, landscaping and irrigation, carpentry, drywall, painting, plumbing, roofing, electrical, masonry or concrete work, glazing, tile setting, insulation, HVAC/refrigeration, etc. It is expected that contracts will be awarded to multiple General Commercial Contractors.

Qualifications must be submitted in a sealed envelope and/or box. The RFQ Number and the offeror’s name and address clearly indicated on the outside of the envelope and/or box. An offeror shall submit an offer on a signed original hard copy on the forms provided in this solicitation. No substitute document for the forms will be accepted.

**Responders who wish to submit their response in person are advised to allow themselves ample time to submit their bids at the above address.**

Susan Rees

**Susan Rees, Procurement**


Phone: 480-575-2025

Email: [srees@ccusd93.net](mailto:srees@ccusd93.net)

February 18, 2020

Date

This solicitation document originated at the District’s website, [www.AZPurchasing.org](http://www.AZPurchasing.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.AZPurchasing.org](http://www.AZPurchasing.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>.

Prime Tax Rate Calculation: <https://www.aztaxes.gov/Home/Address/>

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This solicitation is being done by the **Cave Creek Unified School District** and member districts are also members of the “**Strategic Alliance for Volume Expenditures**”. While this Request for Proposals is for the **SAVE**, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. Members of “SAVE” are school districts and public entities that have signed a Cooperative Purchasing Agreement to obtain economies of scale.

After award, this solicitation may be utilized by the eligible school districts and public entities identified therein. Members of “SAVE” recognize that potential equipment, logistical and capacity limitations by vendor may limit subsequent use of this award by member districts and entities. Individual school districts and public entities would negotiate service with successful vendors using the RFP pricing quoted herein. **No volume is implied or guaranteed.**

## Strategic Alliance for Volume Expenditures

### S.A.V.E. --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **November 2019**


#### Cities and Towns

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bisbee  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Coolidge  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Globe  
City of Goodyear  
City of Kingman  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of San Luis  
City of Scottsdale  
City of Sedona  
City of Show Low  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma

Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Carefree  
Town of Cave Creek  
Town of Chino Valley  
Town of Clifton  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Guadalupe  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Procurement Creek  
Town of Sahuarita  
Town of Springerville  
Town of Superior  
Town of Wickenburg

#### Counties

Apache County  
Cochise County  
Coconino County  
Gila County  
Graham County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

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### Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
Graham County Community College District  
Maricopa Community College District  
MidWestern University (Glendale Campus)  
Mohave Community College  
Northern Arizona University  
Northland Pioneer College  
Pima Community College  
University of Arizona  
Yavapai College

### Political Agencies

Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Northern Arizona Intergovernmental Public Trans (NAIPTA)  
Phoenix-Mesa Gateway Airport Authority  
Regional Transportation Authority (RTA)  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority

### Fire Districts


Central Yavapai Fire District  
Drexel Heights Fire District  
Fire District of Sun City West  
Golden Ranch Fire District  
Mt. Lemmon Fire District  
Northwest Fire District  
Superstition Mtn Community Facilities District  
Sun City West Fire District  
Three Points Fire District

### Misc. Agencies

Arizona School for the Deaf and the Blind  
Central Arizona Water Conservation District (CAWCD)  
Community Hospital Association dba Wickenburg  
Community Hospital  
Metropolitan Domestic Water Improvement District  
North Country Community Health Center  
Pima Association of Governments (PAG)  
Pima County School Reserve Fund  
Pine-Strawberry Water Improvement District  
Regional Transportation Authority (RTA)  
Western Arizona Council of Governments


### School Districts-Charters

Agua Fria Union High School District # 216  
Ajo Unified School District, #15  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District #31  
Avondale Elementary School District #44  
Bagdad Unified School District #20  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Central Arizona Valley Institute of Technology (CAVIT)  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Cobre Valley Institute of Technology, JTED  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Concho Elementary School District #6  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Duncan Unified School District, #2  
Dysart Unified School District # 89  
East Valley Institute of Technology (EVIT)  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District

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<p> Fort Thomas Unified School District #7  Fountain Hills Unified School District #98  Fowler Elementary School District #45  Gadsden Elementary School District # 32  Ganado Unified School District #20  Gila Bend Unified School District #24  Gila Institute for Technology, (JTED)  Gilbert Unified School District #41  Glendale Elementary School District #40  Glendale Union High School District  Globe Unified School District #1  Grand Canyon Unified School District #4  Hackberry Elementary School District #3  Heber-Overgaard Unified School District #6  Higley Unified School District #60  Holbrook Unified School District #3  Horizon Community Learning Center/Horizon Charter School  Humboldt Unified School District #22  Hyder Elementary School District #6  Indian Oasis-Baboquivari School District #40  Isaac Elementary School District # 5  J.O. Combs Unified School District #44  Joseph City Unified School District #2  Kayenta Unified School District #27  Kin Dah Lichi'l' Olta  Kingman Unified School District #20  Kyrene Elementary School District #28  Lake Havasu Unified School District # 1  Laveen Elementary School District #59  Liberty Elementary School District #25  Litchfield Elementary School District #79  Littlefield Unified School District #9  Littleton Elementary School District #65  Madison Elementary School District #38  Maine Consolidated School District  Mammoth-San Manuel Unified School District #8  Marana Unified School District #6  Maricopa Regional School District #509  Maricopa Unified School District  Mary C. O'Brien ASD  Mayer Unified School District #43  Mesa Unified School District # 4  Miami Unified School District, #40  Mingus Union High School District #4  Mobile Elementary School District #86  Mohave Valley Elementary School District #16  Mohawk Valley Elementary School District # 17  Morenci Unified School District #18  Morristown Elementary School District #75  Mountain Institute JTED  Murphy Elementary School District #21  Naco Unified School District #9  Nadaburg Unified District #81  Nogales Unified School District # 1  Northeast AZ Tech Institute of Voc Ed (JTED)  Osborn Elementary School District #8  Page Unified School District #8 </p>	<p> Palo Verde Elementary School District #49  Paloma Elementary School District #94  Palominas Elementary School District #49  Paradise Valley Unified School District #69  Parker Unified School District #27  Patagonia Elementary School District #6  Patagonia Union High School District #92  Payson Unified School District #10  Peach Springs Unified School District #8  Pendergast School District #92  Peoria Unified School District #11  Phoenix Elementary School District # 1  Phoenix Union High School District #210  Picacho Elementary School District #33  Pima County Joint Technology District #11 (JTED)  Pima Prevention Partnership dba Pima Partnership Academy,  Pima Partnership High School &amp; Phoenix Collegiate High School  Pima Unified School District #6  Pine Strawberry Elementary School District #12  Pinon Unified School District #4  Pomerene Elementary School District, #67  Prescott Unified School District #1  Quartzsite Elementary School District #4  Procurement Creek Unified School District # 95  Ray Unified School District, #3  Red Mesa Unified School District #27  Riverside Elementary School District #2  Roosevelt Elementary School District # 66  Round Valley Unified School District #10  Sacaton Elementary School District #18  Saddle Mountain Unified School District #90  Safford Unified School District #1  Sahuarita Unified School District #30  San Carlos Unified School District #20  San Simon Unified School District #18  Sanders Unified School District #18  Santa Cruz Valley Unified School District #35  Santa Cruz Valley Union High School District #840  Scottsdale Unified School District # 48  Sedona-Oak Creek Unified School District #9  Seligman Unified School District, #40  Sentinel Elementary School District #71  Shonto Preparatory Schools  Show Low Unified School District #10  Sierra Vista Unified School District # 68  Snowflake Unified School District #5  Somerton Elementary School District #11  Stanfield Elementary School District #24  St. David Unified School District #21  St. Johns Unified School District  Sunnyside Unified School District #12  Superior Unified School District #15  Tanque Verde Unified School District #13  Tempe Elementary School District # 3  Tempe Union High School District # 213  Thatcher Unified School District #4 </p>
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Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District #1  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Vernon Elementary School District, #9  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Western Arizona Vocational Education  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Elementary School District #5  
Yuma Elementary School District # 1  
Yuma Union High School District # 70




CAVE CREEK UNIFIED SCHOOL DISTRICT  
community inspired - globally prepared

	<b>Cave Creek Unified School District, #93</b> <b>SAVE Survey</b>		33016 N 60th St Scottsdale, AZ 85266
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<b>Public Entity</b>	<b>Value of APDM</b>
Cave Creek Unified School District	\$500,000
Chandler Unified School District	\$7,000,000
Deer Valley Unified School District	\$1,000,000
Dysart Unified School District	\$900,000
Liberty Elementary School	\$1,000,000
Higley Unified School District	\$400,000
Madison Elementary School District	\$400,000
Maricopa Unified School District	\$300,000
Murphy Elementary School District	750,000
Peoria Unified School District	\$1,000,000
Santa Cruz Valley High School District	\$250,000
Scottsdale Unified School District	\$3,000,000
Tolleson Union High School District	\$500,000
Union Elementary School District	\$1,000,000
Annual Estimate	18,000,000.



	<b>Cave Creek Unified School District, #93</b> <b>Uniform Instruction to Offerors</b>		33016 N 60th St Scottsdale, AZ 85266
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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 Select Bidders List 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 of 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. **“General Contractor”** means a professional firm and individual registered by the Arizona Registrar of Contractors to offer and practice professional General Contracting 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. **“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.
- J. **“Offer”** means bid, proposal or quotation.
- K. **“Offeror”** means a vendor who responds to a Solicitation.
- L. **“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.
- M. **“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.
- N. **“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.
- 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 School District that executes the contract.**
- S. **“Fiscal Year”** means the period beginning with July 1 and ending June 30.

## 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 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.




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- 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 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. Request for Qualifications: All exceptions that are contained in the Offer may negatively affect the Statement of Qualifications evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

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- 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:
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 Qualifications**

- 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

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number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

- B. 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.
- C. 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.
- D. 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. 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.

#### 5. **Additional Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when 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 are 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 ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) 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.

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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 an authorized District Representative 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.
- C. Effective Date. The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.


## 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, Kent Frison, who is the Associate Superintendent of Operations and Finance. 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. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- E. The form of relief requested; and
- F. The interested party shall supply promptly any other information requested by the District Representative.

## 8. 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

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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.
- E. 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.



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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. **“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.
- H. **“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.
- I. **“Offer”** means bid, proposal or quotation.
- J. **“Offeror”** means a vendor who responds to a Solicitation.
- K. **“Owner”** means the Cave Creek Unified School District.
- L. **“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.
- M. **“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.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“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.
- Q. **“School District”** means the 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. 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.
- 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



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course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.


- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to the District in the Uniform Rules for Offer of the Solicitation.
- D. Audit. 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.
- E. 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 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.

### 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.

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**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, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

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


**4. Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including Preconstruction and Construction assignments with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments. 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 Contractor 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 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 authorized District Representative.

**5. 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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Cave Creek Unified School District, #93 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

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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 Contractor 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor 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 Contractor of any claim for which it may be liable under this paragraph.


D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; Or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt 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.

**6. Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years


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

## 7. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  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.


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- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Cancellation for Bankruptcy or Acquisition. The District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- C. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- 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.
- 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. Cancellation for Non-performance or Contractor Deficiency. The District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. The District may issue a written deficiency notice to Contractor for any of the following:
  - i. Failing to comply with the accepted terms and conditions of the Contract;
  - ii. Providing material that does not meet the specifications of the Contract;
  - iii. Providing work and/or material that was not awarded under the Contract;
  - iv. Failing to adequately perform the services set forth in the scope of work/services and specifications;
  - v. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - vi. Failing to make progress in performance of the Contract and/or giving the District reason to believe that Contractor will not or cannot perform the requirements of the Contract;



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- vii. Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to the District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by the District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of the District.

**G. 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.

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

**9. Contract Claims**

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

**10. 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.

**11. 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.

**12. Terrorism Country Divestments**



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

### 13. 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.

### 14. Fingerprint Clearance Cards

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with Governing Board Policies of Cave Creek Unified School District, #93.

### 14. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, 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.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

### 15. 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.


### 16. 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.

### 17. Prohibition of Reprisals

Cave Creek Unified School District, #93 is committed to complying with Federal requirements related to whistleblower protections.


To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate,

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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;
- 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. Two Step Process:

This Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the subsequent Request for Proposal. CCUSD will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified construction services.

2. Maximum Awarded Firms:

The final list shall include a maximum of five total firms, but three awards are anticipated.

3. Pre-Submittal Conference

A Pre-Submittal Conference will not be held.

4. 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 mail to [Srees@ccusd93.net](mailto:Srees@ccusd93.net)

2. Preparation of Proposals

A. **Electronic Documents:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.

B. **Proposal Format:** Seven sets: One (1) original and five (5) copies and one (1) electronic copy in the form of a USB Flash Drive of the proposal should be submitted on the forms **and** in the format as contained in the RFQ. All proposals including copies should contain all descriptive literature, specifications, samples (if requested), references, etc. Proposals should be typed in no less than 10 point font, double spaced and limited to no more than 50 numbered pages, front and back, in its entirety. This page limit preference does not include the required attachment forms.

C. **Acknowledgement of Amendments:** In accordance with A.A.C. R7-2-1042(A.1.b), Offeror should acknowledge receipt of all amendments by signing the Acknowledgement Form of the RFQ.

3. Where to Send your SOQ Package.

A. If you are sending your package via the Unified States Postal Service, send it to PO Box 426, Cave Creek, AZ 85327

B. If you are sending your package via the FedEx or UPS, send it to the warehouse at 33424 N 60<sup>th</sup> Street, Cave Creek, AZ 85327.

C. If you are delivering your package in person, take it to our District Office, 33016 N 60<sup>th</sup> Street, Cave Creek, AZ 85327.

4. Offer Preparation.


A. **General.** The Cave Creek Unified 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. **Offer and Acceptance.** Offers shall include a signed Offer and Acceptance form, as described in the Uniform Instructions to Offerors. The Offer and Acceptance Form 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.

C. **Failure to return an Offer and Acceptance Form** may result in rejection of the Offer.


D. **Attachments A-J.** Offerors shall include completed Attachments A -J as part of their SOQ.

E. **Acknowledgement of Solicitation Amendments.** Amendments will be issued solely through Attachment D. It is the

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responsibility of the Submitter to ensure that it has acknowledged all amendments that have been issued. Offerors shall acknowledge all Solicitation Amendments using the Attachment F for amendment acknowledgement. SOQs submitted without all Solicitation Amendments acknowledged may be deemed nonresponsive.

5. **Withdrawal of Statements of Qualifications.** Submitters may withdraw their SOQs at any time prior to the due date and time.
6. **SOQ-Response Format:** The General Contracting will be selected through a qualifications-based selection process. Firms interested in providing General Contracting shall submit a Statement of Qualifications (SOQ) that addresses the following items:
  - A. **Letter of Interest.** It should include a statement for each of the following:
    1. documenting your firm's basic information,
    2. how long in business in Arizona,
    3. who the principals are,
    4. what licenses your firm holds
    5. Any judgment or liens against the person within the last three years;
    6. Any current unresolved bond claims against the person;
    7. Any deficiency orders issued against the prime contractor by the Arizona Registrar of Contractors within the last three years; and
    8. Any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for the protection against creditors during the last three years.
    9. Indicate your firm's current bonding availability and capacity
  - B. **Staff Qualifications/Resumes (Tab 1)**
    1. For each key person identified, list at least two JOC projects in which they played a primary role. If a project selected for a key person is the same as the one selected for the firm, provide just the project name and the role of the key person. For other projects provide:
      - a. Description of project
      - b. Role of the person
      - c. Project's construction cost
      - d. Construction schedule
      - e. Project Owner reference information
    2. Identify the home office location of key staff on this project and the percentage of their time expected to be devoted to this contract.
    3. List any proposed consultants and subcontractors, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have sufficient experience.
    4. Explain your subcontractor management plan. This should include a statement of your plan for managing subcontractors. Include a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors. Include how you will recruit subcontractors, especially in local communities where work will be performed. Include how you will ensure each subcontractor has the experience, training, knowledge, and/or certifications required to perform the work under your oversight.
  - C. **Firm's Experience with Job Order Construction (JOC) Projects (Tab 2)**
    1. Indicate knowledge, training and/or experience specifically with Job Order Contracting with public/government entities or private firms.
      - a. List actual project experience with cost estimating.
      - b. Provide Pricing Method used in JOC Contracting (Unit Pricing using RS Means or Open Book) used on projects listed above.
      - c. List average time to respond to Owner's request for task order pricing in days.
      - d. If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner and the contractor
      - e. Describe your ability to work with existing products/systems and brand continuity for parts replacement.
      - f. Describe your experience pricing projects using a UPB, Open Book, and/or Trade Services, Provide a short

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description of your understanding on pricing projects using a UPB, Open Book pricing Methodology, and/or Trade Service.

- g. Describe your approach to managing a project within the educational environment of K through 12 schools
- h. Provide your firm's experience doing repairs and/or modifications while a facility is in use.

#### **D. Firm and Sub-Contractors Capabilities (Tab 3)**


1. Provide a general description of the firm and/or team that is proposing to provide construction/ repair/replacement/maintenance services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing the qualified contractor and the contractor's key personnel down to the superintendent level. If specific subcontractors or architectural/engineering consultant will be utilized for work of a specific type, include information on these team members.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.
3. Provide your Contract Management Plan. What personnel will be used? Does your firm use RS Means Online, CostWorks CDs, 4Clicks, Trade Services or any other estimating software based on UPBs?
4. Discuss the firm's knowledge of the current local market and of trade subcontractors and suppliers.
5. List the Arizona contractor's licenses and/or professional registrations held by the firm/team and explain if held by an individual or the firm.
6. Demonstrate that the contractor holds the appropriate contractor's license (i.e. B-01, B-02 or other appropriate) from the Arizona Registrar of Contractors and must have a demonstrated ability to perform the work.
7. Provide a current letter from your financial institution indicating the range of credit available to your firm, ("credit in the low nine figures" or "credit line exceeding five figures") Provide a current letter from your financial institution and/or offers of major suppliers, indicating confidence in your firm's stability and payment history. (These letters will only be used to evaluate proposals and will not be made available to the public; you may provide them in a sealed envelope.)
8. Provide a statement of the Company's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona.
9. Department of Insurance for Contract Performance and Payment bonds. These will be required for each Task Order issued throughout the contract period if projects exceed \$100,000.
10. Provide a statement to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated in the current A.M. Best Company rating. The awarded JOC Contractor(s) will be required to furnish a certificate(s) of insurance meeting the districts' indemnification (including AM Best rating) and minimum insurance requirements as stated in Special Terms and Conditions.

#### **E. Safety Plan (Tab 4)**

1. Provide a copy of your firm's Safety Plan
2. Provide a letter from your firm's insurance company, on their letterhead stating the Worker's Compensation Experience Modification Rate for year of the past five years.
3. Proof of current bonding availability and capacity.

#### **F. Forms (Tab 5)**

1. Proof of Bonding capacity and available bonding from your broker.

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2. Attachment A: SOQ Client 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.

3. Attachment B: Asbestos Statement

The completed form should be notarized and included in the SOQ package to attest that all materials to be used in the project are and shall be free of asbestos.

4. Attachment C: Certificate of Insurance

Firms need to provide proof of insurability. This confirms your firm's ability to be insured.

5. Attachment D: Confidential or Proprietary 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 R7-2-1019, 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.

6. Attachment E: Amendment Acknowledgement Form

7. Attachment F: Deviations and Exceptions

Any deviation from any terms and conditions or exceptions taken shall be described fully on the Attachment Form provided. Deviations and Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offeror's Proposal. An absence of any statements of deviation or exception shall be accepted as the Offer is submitted with strict compliance with all terms and conditions.

8. Attachment G: Familial Relationship Disclosure Form


9. Attachment H: Offer and Acceptance Form

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.

10. Attachment I: Non-Collusion Statement

- a. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.




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- b. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
- c. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
- d. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- e. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- f. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
- g. The Bidder or Offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

#### 11. Attachment J: W-9

#### G. Evaluation.

1. **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.
2. **Evaluation Committee:**  
The evaluation committee of not more than seven (7) members will be formed to evaluate the Statement of Qualifications. Composition of the committee shall be in compliance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1107, ARS 34-604 and 41-2579. The same committee will evaluate both steps of the procurement.
3. **Evaluation Overview:**
  - a. The District intends to establish a qualified bidders list to contain no less than three and no more than five qualified construction firms to potentially provide subsequent construction services to the District.
  - b. As part of the initial review phase, the evaluation committee shall evaluate all Statements of Qualifications and performance data in accordance with defined selection criteria and relative weights set forth in this Solicitation. Responses will be scored and ranked. The list of Pre-Qualified contractors will be determined based only on the information submitted in your SOQ and the criteria within the Request for Qualifications.
  - c. Based on the scores and rankings of the evaluation of the statement of qualifications and performance data submitted in response to the RFQ, the selection committee will establish a qualified bidders list pursuant to A.A.C. R7-2-1101(I), containing at least three and not more than five qualified bidders.

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- d. The evaluation committee will not conduct interviews to establish the qualified bidders list. The district may establish the select bidders list hereunder strictly based on the initial review and evaluation of the submitted SOQ's and committee ranking.

8. Proposed Selection Schedule:


Request for Qualifications issued	February 18, 2020
Receipt of Packets "Statement of Qualifications due to District.*"	March 5, 2020
Initial Review and Scoring*	March 5, 2020
*Dates are subject to change	

9. Evaluation Criteria Format:


Total Points Available: 1,000 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:

A. **Rubric**


1	Staff Qualifications/Resumes (consultants, and subcontractors (350 Points))
	<p>A. For each key person identified, list at least two JOC projects in which they played a primary role. If a project selected for a key person is the same as the one selected for the firm, provide just the project name and the role of the key person.  For other projects provide:</p> <ul style="list-style-type: none"> <li>✓ Description of project</li> <li>✓ Role of the person</li> <li>✓ Project's construction cost</li> <li>✓ Construction schedule</li> <li>✓ Project Owner reference information</li> </ul> <p>B. Identify the home office location of key staff on this project and the percentage of their time expected to be devoted to this contract.</p> <p>C. List any proposed consultants and subcontractors, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have sufficient experience.</p> <p>D. Explain your subcontractor management plan.</p>
2	Firm's Experience with Job Order Construction (JOC) Projects (300 Points)
	<p>A. Indicate knowledge, training and/or experience specifically with Job Order Contracting with public/government entities or private firms:</p> <ul style="list-style-type: none"> <li>✓ List actual project experience with cost estimating</li> <li>✓ Provide Pricing Method used in JOC Contracting (Unit Pricing using RS Means or Open Book) used on the projects listed above.</li> <li>✓ List current and/or past JOC contracts, including description, customer names, contract time period, total contract amount, number of individual job orders per contract.</li> <li>✓ List average time to respond to Owner's request for task order pricing.</li> </ul> <p>B. If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner and the contractor.</p> <p>C. Describe your ability to work with existing products/systems and brand continuity for parts replacement.</p> <p>D. Describe your experience pricing projects using a UPB, Open Book, and/or Trade Services, Provide a short description of your understanding on pricing projects using a UPB, Open Book pricing Methodology, and/or Trade Service.</p> <p>E. Describe your approach to managing a project within the educational environment of K through 12 schools. Provide your firm's experience doing repairs and/or modifications while a facility is in use.</p>

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<b>3</b>	<b>Firm and Subcontractors Capabilities (225 Points)</b>
	<p>A. Provide a general description of the firm and/or team that is proposing to provide construction/repair/replacement/maintenance services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing the qualified contractor and the contractor's key personnel down to the superintendent level. If specific subcontractors or architectural/engineering consultant will be utilized for work of a specific type, include information on these team members.</p> <p>B. Identify the location of the firm's principal office and the local work office, if different.</p> <p>C. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.</p> <p>D. Discuss the firm's knowledge of the current local market and of trade subcontractors and suppliers.</p> <p>E. List the Arizona contractor's licenses and/or professional registrations held by the firm/team and explain if held by an individual or the firm.</p> <p>F. Demonstrate that the contractor holds the appropriate contractor's license (i.e. B-01, B-02 or other appropriate) from the Arizona Registrar of Contractors and must have a demonstrated ability to perform the work.</p> <p>G. Provide a current letter from your financial institution indicating the range of credit available to your firm, ("credit in the low nine figures" or "credit line exceeding five figures")</p> <p>H. Provide a current letter from your financial institution and/or offers of major suppliers, indicating confidence in your firm's stability and payment history. (These letters will only be used to evaluate proposals and will not be made available to the public; you may provide them in a sealed envelope.)</p> <p>I. Provide a statement of the Company's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance for Contract Performance and Payment bonds. These will be required for each Task Order issued throughout the contract period if projects exceed \$100,000.</p> <p>J. Provide a statement to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated in the current A.M. Best Company rating. The awarded JOC Contractor(s) will be required to furnish a certificate(s) of insurance meeting the District's indemnification (including AM Best rating) and minimum insurance requirements as stated in Special Terms and Conditions.</p>
<b>4.</b>	<b>Organizational Strength of the Offeror (75 Points)</b>
	<p>A. Safety Plan is well defined</p> <p>B. Offeror's safety record and Experience Modification Rate is reasonable</p> <p>C. Offeror ability to absorb this project into their workload</p> <p>D. Offeror's current bonding availability and capacity is adequate.</p>
<b>5.</b>	<b>Responsiveness (50 Points)</b>
	<p>A. The submittal was of high quality, specifically tailored to the proposed project and the District's specific needs.</p>

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1. **Funds:** These projects are mostly funded with capital projects moneys or bond dollars. However, in some districts, federal dollars could be used. The adherence to the budget is paramount while at the same time delivering a building that will satisfy not only the District, its staff, students, and most importantly, the community.
2. **Pricing:** Pricing is **not** requested in the Statement of Qualifications and **SHALL NOT** be included in your response.
3. **Contract term:**  
This award is good for one year and up to four (4) one-year renewals for a total of sixty months.
4. **Licenses:**  
A contract vendor for JOC construction services shall be licensed to perform construction pursuant to ARS, Title 32, Chapter 10. All subcontractors working for the awarded firm will be licensed to perform their scope of work.
5. **Established Pre-Qualification List**  
For the Request for Qualifications, the Statement of Qualification or Statement of Qualifications that are determined in writing to be most advantageous to the District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.  
  
The District will evaluate and score based on the criteria and weight assigned. The criterion is listed in the order of precedence of highest point value to lowest. **CCUSD will not be holding interviews** with the Offerors, the list to Pre-Qualified contractor will be determined based only on the information submitted and the criteria within the Request for Qualifications.  
  
Contractors that meet the requirements within the solicitation and are in the District's best interested will be included within the District contractor Pre-Qualification list for the timeframe identified within the solicitation. Per Arizona Administrative Code R7-2-1117, the list of contractors for specified professional services as stated within the solicitation will not exceed five.
6. **Basis for Subsequent Contract Award.**  
CCUSD will issue a Request for Proposal to a final list of responsive and responsible contractors determined to be the most qualified to perform the specified construction services.  
  - A. If vendor is awarded a Contract and is unable to meet its contractual obligations, the District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.
  - B. No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.
7. **Maximum JOC order:**  
The maximum dollar amount of an individual JOC order shall be one million dollars or such higher and lower amount prescribed by the ARS, Title 38, Chapter, 3, Article 3.1 or a rule adopted by the public entity as the maximum amount of an individual JOC order. Requirements shall not be artificially divided or fragmented in order to constitute a JOC order that satisfies this requirement.
8. **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

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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.

## 9. Contract Administration and Operation:

- A. Contract Type: The Contract shall be Firm Fixed Price.
- B. Formation of Contract. A response to the Solicitation is an offer to contract with the 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 the District. No work may commence or products be delivered until the District has issued a Purchase Order to Contractor.
- C. Commencement of Construction. Construction shall not commence until the Owner and Firm agree in writing on either a fixed price that the Owner will pay for the construction or a guaranteed maximum price.
- D. 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.
- E. 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.
- F. 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.
- G. Inspection and Testing. The Firm agrees to permit access to its facilities, Subcontractor facilities and the Firm'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 Firm's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Firm shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- H. 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 written notice and an Amendment to the Contract shall not be necessary.
- I. 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.
- J. 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



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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.

#### 10. License Requirement:

Awarded Firm must hold a General Contractors License in good standing with the ROC.

**11. Progress Payments.** The District may make progress payments under the following conditions: 1) The District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) the District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with the District's local governing entity rules and any and all other applicable state rules and regulations.

#### 12. Final Payment


Before the final payment will be released the contractor must complete the following:

- A. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
- B. Contractor to provide onsite training for maintenance personnel as per District project manager's direction.
- C. The contractor shall have delivered all required submittals and shop drawings to the District.
- D. Project Record Documents
  - 1) As the work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of prints of the Drawings and Shop Drawings and a copy of the Specifications, which are maintained solely for the purpose of this documentation. Keep this record set of Contract Documents and Shop Drawings at the project site for review by the Owner and Architect. Information contained in the record documents shall include, but not be limited to:
    - a. Modifications made by Addenda, Change Orders, Construction Changes Directives and Architect's Supplemental Instructions which shall be transferred to the record documents.
    - b. Modifications made to accommodate field conditions.
  - 2) Upon Substantial Completion of Work, deliver the complete set of Record Documents including prints, shop drawings and annotated Specifications with two (2) scanned electronic copies of each to the Architect for Approval.
  - 3) Owner's Manual: Prior to final payment, submit one (2) hard-back, loose-leaf binder containing the following required submittals and any others required in other sections, suitably typed, indexed and labeled for ready reference:
    - a. Subcontractors, major suppliers list with companies' names, addresses and telephone numbers.
    - b. Warranties and certifications.
    - c. Affidavit from general and subcontractors on use of asbestos free materials.
    - d. Maintenance/operation instructions and parts list (other than Divisions 15 and 16).
    - e. Copy of project Purchase Order.
    - f. Copy of all submittals and shop drawings.
    - g. Copy of Contractors last pay application.
    - h. List of Extra Materials supplied to Owner, signed by Owner's representative.
    - i. Other items required by the Specifications.

#### 13. Change Orders:

The District is not able to supplement the construction project with additional funds. Therefore attention to detail is critical. If in the drawings, specifications, or call-outs there becomes an issue whereby the General Contracting or asks for a change order because your work was unclear, ambiguous, or contrary, the District will pay for the materials and the awarded General Contracting firm will pay for the labor to correct the issue.



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#### 14. Compliance with Federal Dollars:

**A. Affordable Care Act requirements:**

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

**B. Audit rights:**

The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214).

**C. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations:**

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

**D. Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards, the Davis-Bacon Act, the Copeland “Anti-Kickback” Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their certified payroll to the District.**

**E. Davis-Bacon wage decisions:**

The contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

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


**G. When working on any projects funded with federal monies, contractor agrees to comply with the administrative requirements to state, local, and federally recognized Indian tribal government contract provisions.**

**H. Energy Policy and Conservation Act:**

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

**I. Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Offer & Acceptance form, the Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.

**J. Civil Rights Compliance:** In accordance with Federal civil rights law, civil rights regulations and policies, its Agencies, offices, and employees, and institutions participating in or administering federal programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the federal government.

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**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 and may involve access to secure or sensitive data or personal client data or development or modification of software for the District 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.

**L. Procurement of recovered material:**

A non-Federal that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**M. 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.

**N. Firm’s Employment Eligibility:**

By entering the contract, Firm 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 Firm 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 Firm 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 Firm. All costs necessary to verify compliance are the responsibility of the Firm.


**15. Key Personnel:**

The Firm agrees and understands that this contract award is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as indicated in the Firm’s SOQ. Therefore, the Firm agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the District Procurement Officer of Record. The Firm further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the District’s Procurement Officer of Record's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The District agrees that an approval of a substitution will not be unreasonably withheld. The Firm agrees to reveal its staffing levels by function, including resumes, upon request by the District at any time during the contract.

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

**16. 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

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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.

**17. 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.

**18. 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.  

**"MRRA Tax"** means Maintenance, Repair, Replacement and Alteration. Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing material that will be incorporated into an MRRA project as outlined by the Arizona Department of Revenue.

**"Prime Contract Tax"**, if the contractor's base bid for new space, demo, or grading and drainage, it is a Prime project. If the project is for Alterations and is greater than \$750,000, then Prime Contract Tax applies to the project and is governed by those rules and law set forth by the State of Arizona.
- 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.

**19. Contract Changes:**

- 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.AZPurchasing.org](http://www.AZPurchasing.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.

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## 20. 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 Cave Creek Unified School District, #93 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.
- D. Third Party Antitrust Violations. Contractor assigns to the District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

### 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

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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. 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.

F. 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.
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.


## 21. 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.

## 22. Contract Termination:

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3)



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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. **Gratuities.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Firm or a representative of the Firm 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 Firm.
- C. **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.


### 23. **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.

### 24. **Fingerprint Clearance Cards:**

In accordance with A.R.S 15-512(H), a Firm, sub or vendor or any employee of a Firm, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.



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Firm, its subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, Firm shall comply with Governing Board Policies of Cave Creek Unified School District, #93.

**25. Registered Sex Offender Notification Restriction:**

Firm 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.

Any breach of Firm's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm.

**26. 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.

**27. Presentations:**

No presentations or interviews will be conducted.

**28. 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.

**29. Prohibition of Reprisals:**

Cave Creek Unified School District, #93 is committed to complying with Federal requirements related to whistleblower protections.

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

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

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### 30. Insurance and Safety:

#### A. Minimum Scope and Limits of Insurance

General Contractor's 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 General Contractor**".
  - b. Subcontractor 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 General Contractor, including automobiles owned, leased, hired or borrowed by the General Contractor**".
- b. General Contractor's subcontractor 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. General Contractor'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/General Contractor 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.

- a. Policy shall contain a waiver of subrogation against the District.

##### 5. **Professional Liability (Errors and Omissions Liability) for Subcontractor:** In addition to the insurance requirements for the Architect/General Contractor, the A&E's registered subcontractor are required to carry Professional Liability insurance as follows:

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Each registered sub-consultant will carry:

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

All required subcontractor's certificates and endorsements are to be received and approved by the District before work commences. All insurance coverage for subcontractor 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 General Contractor even if those limits of liability are in excess of those required by this Contract.
- b. The General Contractor'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.

31. **Contract Type:** This Request for Qualifications (RFQ) document, firm's response will become the controlling contract documents for next procurement. The shortlisted firms of three (3) to five (5) will be sent the RFP for Job Order Contracting Services-General Contractors.

This Request for Qualifications shall not commit the District to enter into any contract or agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the District's best interest to do so. The District intends to issue the Invitation for Bid to the qualified bidders list for the identified project, and intends to award to the successful bidder(s) a contract for construction pursuant to the terms and conditions of competitive sealed bidding under the Arizona School District Procurement Code.


32. **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.

33. **Interpretation, Amendment:** Should a firm find discrepancies in, or omissions from, the RFQ documents, or should he be in doubt as to their meaning, he shall at once notify the owner who will post a written Amendment to all interested parties on the website. The owner will not be responsible for oral instructions or information. Questions received less than five days before the RFQ opening may not be answered.

Any amendment issued by the owner during the time of offering are to be included in the RFQ, and in closing a contract they become a part thereof. Firms shall acknowledge receipt of any amendment within the RFQ submittal.

#### 34. 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 February 25, 2020 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

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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 Susan Rees by email, [srees@ccusd93.net](mailto:srees@ccusd93.net). We recommend you request a delivery and read receipt of all e-mails sent to the District regarding this solicitation.

- 35. 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.
- 36. 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 received and stamped.



	<b>Cave Creek Unified School District, #93</b> <b>Scope of Work</b>		33016 N 60th St Scottsdale, AZ 85266
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1. The Cave Creek Unified School District 93 is seeking qualified General Commercial Contractors (GCC) with Arizona State Registrar of Contractors B-1 or B-2 License to perform miscellaneous contract and repair services, including limited pre construction design services (i.e. professional services), for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to school district buildings and facilities utilizing Job Order Contracting (JOC) project delivery method. The scope of work for each project cannot be precisely defined at this time, but the range of services Contractor may be responsible for include, but is not limited to: site grading and paving, landscaping and irrigation, carpentry, drywall, painting, plumbing, roofing, electrical, masonry or concrete work, glazing, tile setting, insulation, HVAC/refrigeration, etc.
2. Because any work under this contract will be on a job order basis, exact project details are not available. General information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided the district or the members of SAVE.
3. It is expected that the District will be awarding up to a maximum of five general contractors.
4. The decision to award multiple contracts, award a single contract, or make no award rests solely with the District. A multiple award shall be made only if the District Representative determines in writing, prior to making an award that a multiple award is necessary and is advantageous to the District. This District may authorize the individual job order limited up to the statutory limit per individual project order or a higher or lower amount prescribed by the governing board.
5. Because any work under this contract will be on a Job Order basis, exact project details are not available. General information on any given project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided prior to usage of awarded contract. CCUSD estimates 25+ projects or work order contracts annually for the life of the Solicitation.
6. Scope of Work
  - A. Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB).
  - B. Pricing may also be established through an Open Book Pricing methodology. Open Book pricing allows the contract vendor to apply subcontractor price quotes and total direct project costs to a predetermined General and Administrative percentage and profit mark-up.
  - C. Trade Service along with an established labor hourly rate may be used for services and repair projects.
  - D. When a JOC order is issued, the District or the member of SAVE and the contractor shall agree on the scope of work, which pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology to the entire project.
  - E. Design Services. The scope of work will vary with each Job Order, minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate CCUSD contract. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.
  - F. Construction Services by the JOC Contractor may include, but are not limited to:
    1. Provide construction and repair services for various projects, including required labor (including subcontractors cost), materials, equipment, and related services for remodeling, renovations, tenant improvement, maintenance and additions; including site work, installation of water, sewer, or other utility extensions, site grading and paving, landscaping and irrigation, carpentry, drywall, painting, plumbing, roofing, electrical, masonry or concrete work, glazing, tile setting, insulation,


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HVAC/refrigeration, etc..

2. Assist with scoping and constructability issues
  3. Provide detailed cost estimating and knowledge of marketplace conditions
  4. Provide value engineering as required
  5. Coordinate with CCUSD facilities department and other agencies including utility companies, etc.
  6. Schedule and manage site operations
  7. Bid, award, and manage all subcontracts while meeting with CCUSD project requirements and standards
  8. Provide quality controls
  9. Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
  10. Maintain a safe and clean work site for all project participants, CCUSD staff, and public.
  11. Co-ordinate removal of Hazardous Materials with Cave Creek Unified School District.
1. For any project that exceeds \$100,000.00, the contractor must submit a 100% performance and payment bond and power of attorney.





	<b>Cave Creek Unified School District, #93</b> Attachment A: SOQ Client References		33016 N 60th St Scottsdale, AZ 85266
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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 CCUSD Purchasing Department.

### The form on the next page is to be completed by your clients.

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 Cave Creek Unified School District, #93 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 5</i> 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 (srees@ccusd93.net) by the due date of March 5, 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)		

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

<b>To the attention of:</b>	
<b>Name of client's Company</b>	
<b>Subject: Reference for Project:</b>	
<b>References for (Contractor)</b>	

To Whom It May Concern:

Cave Creek Unified School District, #93 has implemented a process that collects past information on vendors. 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 Cave Creek Unified School District, #93 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	Firm did a thorough review of schematics, specifications so that change order were very limited or nonexistent	(1-10)	
3	Ability to grasp and understand the needs of your entity and translate them successfully into the project.	(1-10)	
4	Ability to work together to finish on time or ahead of scheduled dates	(1-10)	
5	Ability to keep project site safe and handle rerouting of students/staff and traffic	(1-10)	
6	Close out process (invoicing, no unexpected fees)	(1-10)	
7	Did you receive all your as-built documents	(1-10)	
8	Did you receive training on the "systems" installed?	(1-10)	
9	Overall customer satisfaction based on performance (comfort level in using Firm again)	(1-10)	
	What was the value of the project?	\$	How many sq. ft.?

**Total Points:** \_\_\_\_\_

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this questionnaire to **Susan Rees** at [srees@ccusd93.net](mailto:srees@ccusd93.net) by Noon, March 5, 2020.

_____ Signature	_____ Date	_____ Title
_____ Printed Name	_____ *** Company being Surveyed***	

	<b>Cave Creek Unified School District, #93</b> Attachment B: Asbestos Certification Statement		33016 N 60th St Scottsdale, AZ 85266
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Asbestos Contained Building Materials (ACBM) will not be used on any project within the Cave Creek Unified School District #93. 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 Planter at Beer.

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 contractor at risk 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 contractor 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 will comply.

CONTRACTOR, The person, corporation or company who makes the accompanying Bid, having first been duly sworn, deposes and says: All materials to be used in the above referenced project are and shall be free of asbestos.

\_\_\_\_\_  
(Name)

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


Subscribed and sworn to before me

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


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

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

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

	<b>Cave Creek Unified School District, #93</b> Attachment C: Certificate of Insurance		33016 N 60th St Scottsdale, AZ 85266
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<b>CERTIFICATE OF INSURANCE</b>					
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>			
		<b>B</b>			
NAME AND ADDRESS OF INSURED:		<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 EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED		\$1,000,000.00 \$2,000,000.00 \$1,000,000.00  \$1,000,000.00	COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT		\$ 100,000.00	WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
THE CAVE CREEK UNIFIED SCHOOL DISTRICT IS ADDED AS OR ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED DISTRICT. 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 MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____  <div style="text-align: center;">           AUTHORIZED            REPRESENTATIVE         </div>		

	<b>Cave Creek Unified School District, #93</b> Attachment D: Confidential or Proprietary Information		33016 N 60th St Scottsdale, AZ 85266
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All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**Requests to hold the entire offer or price as confidential will result in the Offer being deemed Not Susceptible for Award\*\*\***

**Firm must select one of the following:**

- ☐ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ My response **does** contain trade secret information because it contains information that:
1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
  2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
  3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.**

If the District agrees with the bidder's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address


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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

 <small>CAVE CREEK UNIFIED SCHOOL DISTRICT</small> <small>community inspired - globally prepared</small>	<b>Cave Creek Unified School District, #93</b> Attachment E: Amendment Acknowledgement Form		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 50 of 58	

This form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid 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 bid and/or related documents.

Please sign and date below, where appropriate:

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

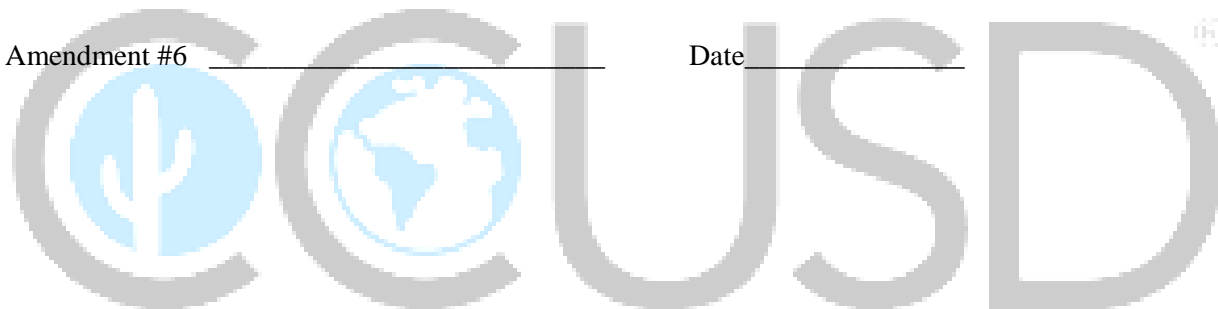
Amendment #2 \_\_\_\_\_ Date \_\_\_\_\_

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

Amendment #4 \_\_\_\_\_ Date \_\_\_\_\_


Amendment #5 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #6 \_\_\_\_\_ Date \_\_\_\_\_



CAVE CREEK UNIFIED SCHOOL DISTRICT  
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	<b>Cave Creek Unified School District, #93</b> Attachment F: Deviations and Exceptions		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 51 of 58	

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 for Deviation or Exception

 <small>CAVE CREEK UNIFIED SCHOOL DISTRICT</small> <small>community inspired - globally prepared</small>	<b>Cave Creek Unified School District, #93</b> Attachment G: Familial Relationship Disclosure Form		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 52 of 58	

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 Cave Creek Unified School District or any employee of Cave Creek Unified School District.

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 CCUSD or any employee of CCUSD. If such a relationship exists, please explain:

Bidder/Employee	Name Related to:	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____ (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 \_\_\_\_\_

	<b>Cave Creek Unified School District, #93</b> Attachment H: Offer and Acceptance Form		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 53 of 58	

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
Street Address		E-mail
		
City		<b>Signature</b> of Person Authorized to Sign Offer
State	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.
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. 20-07-25 for Job Order Contracting Services-General Contractors.**

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**

 <small>CAVE CREEK UNIFIED SCHOOL DISTRICT</small> <small>community inspired - globally prepared</small>	<b>Cave Creek Unified School District, #93</b> Attachment I: Non-Collusion Statement		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 54 of 58	

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_, affiant,  
 (Print Name of Person Authorized to Sign Offer)

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

\_\_\_\_\_  
 (Company Name)

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

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

\_\_\_\_\_  
 (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 \_\_\_\_\_

	<b>Cave Creek Unified School District, #93</b> <b>Attachment J: Request for W-9</b>		33016 N 60th St Scottsdale, AZ 85266
	RFQ: 20-07-25 <b>PROJECT: Job Order Contracting Services-General Contractors</b>	Page 55 of 58	

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<b>Social security number</b> <div style="border: 1px solid black; padding: 2px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <span style="font-size: 1.2em; margin: 0 5px;">-</span> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <span style="font-size: 1.2em; margin: 0 5px;">-</span> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> </div> <b>or</b> <b>Employer identification number</b> <div style="border: 1px solid black; padding: 2px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> </div>
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  <b>Certification instructions.</b> 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
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<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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. Examples of information returns include, but are not limited to, the following.

- 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.

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# SEALED QUALIFICATION PACKAGE

## Hand Delivery Label

Submitted by:	
Address:	
City, State, Zip:	

RFQ# 20-07-25 **Job Order Contracting Services-General Contractors**

Due Date: **March 5, 2020, by 11:00 AM (Mountain Standard Time)**

CAVE CREEK UNIFIED SCHOOL DISTRICT  
community inspired - globally prepared

Cave Creek Unified School District, #93  
District Office  
33016 N 60th Street  
Scottsdale, AZ 85266

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## **SEALED QUALIFICATION PACKAGE**

### **FedEx-UPS Label**

Submitted by:	
Address:	
City, State, Zip:	

**RFQ# 20-07-25 Job Order Contracting Services-General Contractors**

**Due Date: March 5, 2020, by 11:00 AM (Mountain Standard Time)**

**CAVE CREEK UNIFIED SCHOOL DISTRICT**  
community inspired - globally prepared

Cave Creek Unified School District, #93  
Warehouse  
33424 N 60th Street  
Scottsdale, AZ 85266

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# SEALED QUALIFICATION PACKAGE

## USPS Label

Submitted by:	
Address:	
City, State, Zip:	

RFQ# 20-07-25 **Job Order Contracting Services-General Contractors**  
Due Date: **March 5, 2020, by 11:00 AM (Mountain Standard Time)**

CAVE CREEK UNIFIED SCHOOL DISTRICT  
community inspired - globally prepared

Cave Creek Unified School District, #93  
District Office  
PO Box 426  
Cave Creek, AZ 85327

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