



**WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
NOTICE OF REQUEST FOR QUALIFICATIONS**

Material and/or Service: **RFQ# 24.026
CMAR HVAC Renovations @ Acacia (AC)**

RFQ Due Date: February 4, 2025 Time: 2:30 P.M. **Local Time**

Opening Location: Washington Elementary School District
Business Services\Purchasing Department
4650 W. Sweetwater Avenue
Glendale, AZ 85304-1505

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the Washington Elementary School District, 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 RFQ shall remain confidential until award is made.

Submittals 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 Submittals shall not be considered. **If you need directions to our office**, please call 602-347-2674.

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

Mandatory: A Pre-Submittal Conference will be held at Acacia Elementary on January 24, 2025 @ 9:00 AM (local time). Acacia Elementary is located at 3021 W. Evans, Phoenix, AZ 85053

Questions are due September 27, 2025 by 12:00 P.M. An Amendment will be issued addressing questions.

This RFQ will go into effect upon award.

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

Authorized By: Tracy Pruitt, Director of Purchasing	Date Authorized: January 16, 2025
Solicitation Contact: Tracy Pruitt, Director of Purchasing	Phone: 602-347-2610
Email: Tracy.pruitt@wesdschools.org	Fax: 602-347-3521

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



“NO BID” RESPONSE FORM
RFQ# 24.026 – CMAR HVAC Renovations @ Acacia (AC)

If you do not wish to respond to this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 602-347-3521. A “No Bid” will be considered a response.

- ☐ I am submitting a “NO BID” at this time.
Please keep my name on the District’s Bidder’s List.
- ☐ I cannot meet the product/service specifications as described in the solicitation due to:

- ☐ I cannot meet the Terms and Conditions of the solicitation because:

- ☐ I do not provide services of this nature.
Please remove my name from this category. I will submit a revised Vendor Registration Form.
You may receive a copy by mail by contacting Purchasing at 602-347-2864.
- ☐ I no longer wish to do business with Washington Elementary School District.
Please remove my name from the District’s Bidder’s List.

Name of Company Responding

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

Please return this completed form to:
Washington School District No. 6
Purchasing Vendor Registration
4650 W. Sweetwater
Glendale, AZ 85304-1505
FAX: 602-347-3521

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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: www.azleg.state.az.us/ArizonaRevisedStatutes.asp.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

UNIFORM INSTRUCTIONS FOR OFFERORS

1. DEFINITION OF TERMS

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the RFQ.
- B. **“Award”** means a determination by District that it is entering into a contract with one or more Offerors.
- C. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- D. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- E. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, Special Instructions to Offerors 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. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- G. **“Contractor”** means any person who has a contract with District. An Offeror who has been awarded a Contract by District is a Contractor of District.
- H. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. **“District”** means Washington Elementary School District No. 6.
- J. **“District Representative”** means Cathy Thompson, Director of Business Services, or her designee.
- K. **“Effective Date”** means the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the contract.
- L. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- M. **“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.
- N. **“Offer”** means Bid, Proposal, or quotation.
- O. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- P. **“Offeror”** means a person submitting an RFQ in response to a Request for Qualifications.
- Q. **“Proposal”** means a response to a Request for Proposals and includes an Offer to contract with District.
- R. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.

- S. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- T. **“Responsible Offeror”** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- U. **“Responsive Offeror”** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- V. **“Solicitation”** means an invitation for bids, an invitation to submit technical offers, a Request for Proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, Uniform General Terms and Conditions, Special Instructions to Offeror, Special Terms and Conditions, Statement of Scope of Work/Specifications, Solicitation Amendments, and Solicitation Exhibits and Attachments.
- W. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- X. **“The Solicitation Contact Person”** for the Solicitation is the Procurement Officer designated on the first page of the Solicitation.
- Y. **“Subcontract”** means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. INQUIRIES

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing a Response shall not be grounds for withdrawing the Offer after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- E. **No Reliance 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. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 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.** 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.
- 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.** Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Offeror. 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.
- D. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in their response.
- F. **Cost of Offer Preparation.** District will not reimburse any Offeror for the cost of responding to a Solicitation.
- G. **Solicitation Amendment.** Unless otherwise stated in the Solicitation, each Solicitation Amendment should be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. 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/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes.

- I. **Provisions of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Sheet and/or Vendor Registration Form.
- J. **Identification of Taxes in Offer.** School Districts/Public Entities 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/Public Entity will conclude that, the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.

- 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 and any subsequent contracts, the following shall prevail in the order set forth below:
1. Solicitation Amendments
 2. Special Terms and Conditions
 3. Uniform General Terms and Conditions
 4. Scope of Work/Specifications
 5. Solicitation Attachments
 6. Exhibits
 7. Special Instructions to Offerors;
 8. Uniform Instructions for Offerors
- M. Delivery.** Unless state otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). (Freight Prepaid and Allowed). Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Terms and Conditions, if any.

Software: Title and Risk of loss shall not pass to the District until the District has verified access to the digital media content. In the event access cannot be obtained, the District will make every reasonable attempt to work with the vendor to resolve the issue prior to cancelling a purchase order.

4. SUBMISSION OF OFFER

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

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this Offer, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. ADDITIONAL OFFER INFORMATION

- A. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes.** The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest Offeror.
- C. **Late Offers, Modifications or Withdrawals.** An Offer, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. **Disqualification.** An Offer from 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 a response under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. **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 within thirty (30) days.
- G. **Waiver and Rejection Rights.** Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Offerors or portions thereof; or
 3. Cancel a solicitation.

- H. **Confirmation.** District may contact the Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

6. AWARD

- A. **Number or Types of Awards.** Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. **Contract Commencement.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. **Final acceptance.** For each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. PROTESTS

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

- A. Protest shall include:
1. The name, addresses, and telephone number of the interested party
 2. The signature of the interested party or the interested party's representative;
 3. Identification of the purchasing agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the district representative.
- C. 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.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the ten (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

UNIFORM GENERAL TERMS AND CONDITIONS**1. 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 course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. **Audit.** 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/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity 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/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. **Notices.** Notices to the Contractor required by this Contract shall be made by the School District/Public Entity 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/Public Entity 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/Public Entity.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. 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/Public Entity.

3. COST AND PAYMENTS

- A. **Payments.** Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 4650 W Sweetwater Ave., Glendale, AZ 85304. All transactions are payable in U.S. currency only.

Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

Progress Payments. District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) 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 District's local governing entity rules and any and all other applicable state rules and regulations.

Software: Progress payments are only applicable to software programs being developed on behalf of the District. Any existing programs are not subject to progress payments.

B. **Applicable Taxes.**

1. **Payment of Taxes by the School District/Public Entity.** The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
2. **State and Local Transaction Privilege Taxes.** The School District/Public Entity 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/Public Entity 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, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.

- 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/Public Entity 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/Public Entity will make reasonable efforts to secure such funds.

4. CONTRACT CHANGES

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

5. RISK AND LIABILITY

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

Software: Intellectual Property. As between the parties, Vendor will and does retain all proprietary and intellectual property rights, title and interest (Including, without limitation, all Intellectual Property Rights) in and to the Product. Client retains all ownership rights to Client Data and Client Content.

- 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 that such delay or failure is caused by force majeure.

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

6. WARRANTIES

- A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness.** The Contractor warrants that any material or service supplied to the School District/Public Entity 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/Public Entity.
- 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.

Online and digital programs must comply with COPA, FERPA, HIPPA, and Web Accessibility.

- 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/Public Entity 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/PUBLIC ENTITY'S CONTRACTUAL REMEDIES

- A. **Right to Assurance.** If the School District/Public Entity 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/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Stop Work Order.**
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. **Non-exclusive Remedies.** The rights and the remedies of the School District/Public Entity 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/Public Entity 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/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity 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 and A.A.C. R7-2-1087 (F) the School District/Public Entity 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/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. **Personal Gifts or Benefits.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. **Gratuities.** In accordance with A.A.C. R7-2-1087(H) the School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity 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/Public Entity 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/Public Entity, 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/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity 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/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity 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/Public Entity. 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/Public Entity. 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 Bankruptcy or Acquisition.** 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.
- G. Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity 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/Public Entity.
 3. The School District/Public Entity 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/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring 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. INSURANCE AND SAFETY

9.1. INSURANCE REQUIREMENTS

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

Successful Offeror **may** be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. Offeror shall procure and maintain until all of its obligations under the Contract have been fully discharged,

- A. Commercial General Liability (CGL) – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Washington Elementary School District #6" is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

- B. Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles if used in the performance of the Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following language: "Washington Elementary School District #6 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor".

- C. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability:

Each Accident	\$1,000,000
Disease -Each Employee	\$1,000,000
Disease -Policy Limit	\$1,000,000

- D. Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

- E. Technology/Network Errors and Omissions Insurance- if applicable in the performance of the Contract.

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

Coverage for Professional Services being performed including:

Network/Computer Systems analysis;
 Network/Computer Software Design;
 Network/Computer Systems programming;
 Network/Computer Data processing;
 Network/Computer Systems integration;
 Network/Computer Outsourcing including outsourcing development and design;
 Network/Computer Systems design, consulting, development and modification;
 Training services relating to computer software or hardware;
 Management, repair and maintenance of computer products, networks and systems;
 Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 data entry, modification, verification, maintenance, storage, retrieval or preparation of data output

- a. In the event that the Technology/Network Errors and Omissions insurance required by this contract is written on a claims-made basis, 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.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- c) Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. Cyber Liability- if applicable in the performance of the Contract.

Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

Each Claim for	\$1,000,000
Annual Aggregate	\$2,000,000

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs.

G. Fidelity Bond or Crime Policy

The policy shall be issued with minimum limits of \$1,000,000

Coverage to include:

- The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- The policy shall **include coverage for third party employee dishonesty.**
- The policy shall **include coverage for theft.**
- The policy shall cover loss outside the premises of the **Named Insured.**

H. Pollution Liability Insurance (CPL)

The policy should include coverage for pollution arising from products liability for environmental control equipment manufacturers and distributors. For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Work section of this Contract.

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.

The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage caused by pollution conditions resulting from general contracting activities for which the Contractor is legally liable.

The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

The policy shall be endorsed to include the following additional insured language: "WESD shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

Pollution Legal Liability (Only if work involves the transportation of hazardous materials or regulated substances.)

If the Scope of Work in this Contract requires the transportation of any hazardous materials or regulated substances, the Contractor shall provide coverage with limits of at least:

General Aggregate	\$3,000,000
Per Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "WESD shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

If the Scope of Work in the Contract requires the transportation of hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Pollution Legal Liability for Disposal Site Operator

If the Scope of Work in this Contract requires the disposal of any hazardous materials from the job site, Contractor shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

General Aggregate	\$3,000,000
Per Occurrence	\$1,000,000

I. Additional Insurance Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- 9.2 Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

10. CONTRACT CLAIMS

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

11. GIFT POLICY

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

12. INTEGRITY OF OFFER

By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any

employee of the School District/Public Entity in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

13. 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.

14. 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.

15. TERRORISM COUNTRY DIVESTMENTS

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

16. 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 the governing body fingerprinting policies of each individual School District/Public Entity.

17. CLARIFICATIONS

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written 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.

18. CONFIDENTIAL/PROPRIETARY INFORMATION

Confidential information request: If Offeror believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Offer, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

When submitting a response containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All Offers submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

18. ACCEPTABLE USE: SOFTWARE (When applicable)

- A. **Client Restrictions.** Client may only use the Products for its own lawful, internal business purposes. Client shall not (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, or (vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Vendor may disable the implicated Client Content and/or deny access to Client's portal as necessary to remedy the issue. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Vendor to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Vendor may suspend Services, in addition to any other rights and remedies Vendor may have at law or in equity.
- B. **Client Responsibility.** Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Vendor computer equipment or program. Vendor may terminate the Agreement immediately if Client fails to adhere to the foregoing acceptable use standards.
- C. **Support.** After Implementation of a new program is completed, Vendor shall provide the level of technical support stated in the applicable Purchase Order. Only the number of administrators set forth in the applicable support package (i.e., not all subscribers) may contact Vendor for support. Client agrees to promptly provide Vendor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Vendor order for Vendor to comply with its support obligations hereunder. In no event shall Vendor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Vendor.
- D. **Services.** When software is being developed for the Client: Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Vendor notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Purchase Order. If Client: (1) fails to provide written notice of acceptance or rejection of the Service Vendor within twenty (20) days of Vendor's notification that the project is complete; or (ii) with respect to an Implementation, uses the implemented Product in a live environment for a total of twenty (20) days, then the project will be deemed accepted.

19. COVID-19 PROVISIONS**A. Compliance with COVID -19 Requirements and Laws.**

1. The Consultant/vendor/proponent shall comply with all applicable guidelines, requirements, and instructions issued by ENTITY, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID -19 in the performance of the Work (“COVID Requirements”).
2. The Consultant/vendor/proponent shall ensure that all Consultant/vendor/proponent Personnel and sub-Consultant/vendor/proponents engaged in the performance of the Work comply with all COVID Requirements.
 - a. Upon request by ENTITY, the Consultant/vendor/proponent shall provide to ENTITY, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of ENTITY.
3. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.

B. Changes to COVID Requirements.

The parties acknowledge that a Force Majeure related to COVID -19 may occur and agree that the following provisions shall apply in addition to section 5 D of the Agreement:

1. ENTITY recognizes that further changes to COVID Requirements may occur due to the COVID -19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case by case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
 2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
- C. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.
- D. The Consultant/vendor/proponent shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from ENTITY, the Consultant/vendor/proponent will promptly submit a sufficient and detailed description, supported by any documentation as ENTITY may reasonably require, of the measures and steps taken by the Consultant/vendor/proponent to mitigate any additional costs or delays.
- E. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work or the Consultant/vendor/proponent due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
- F. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Consultant/vendor/proponent and no

payment shall be made to the Consultant/vendor/proponent for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Consultant/vendor/proponent for any reason related to or arising from any changes in COVID Requirements.

20. FEDERAL FUNDING REQUIREMENTS- only if federal funds will be used.

- B. **Affordable Care Act.** 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.
- C. **Buy American Provision (only applies to Food & Nutrition food purchases).** The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
- D. **Disclosure of Lobbying Activities.** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition program. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
- E. **Certification Regarding Lobbying.** Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- F. **Certificate of Independent Price Determination.** The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
- G. **Civil Rights Compliance (only applies to Food & Nutrition contracts).** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
 - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- H. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation.** The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations

which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

- I. **Contract Work Hours and Safety Standard Act.** The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- J. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- K. **Energy Policy and Conservation Act.** The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)
- L. **Equal Employment Opportunity.** The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- M. **Record Keeping.** The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
- N. **Invoicing (only applies to Food & Nutrition contracts).** The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).
No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror’s actual, net allowable costs 7CFR§210.21 (f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor’s non-profit Child Nutrition account.
- O. **Termination Clause.** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- P. **E-Verify Requirement.** The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- Q. **Description of process for enabling vendors to receive or pick up orders upon contract award.** Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.
- R. **Solid Waste Disposal Act.** The Offeror shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

- S. **Minority & Woman Businesses.** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321.
- T. **Program Regulation (only applies to Food & Nutrition contracts).** Offeror shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Offeror will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Offeror shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). Offeror's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.
- U. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000).**
 - a. **Copeland "Anti-Kickback" Act** - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. **Davis-Bacon Act** - The Offeror 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).
- U. **Contract Violations or Breach of Contract.** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.
- V. **Rights to Inventions.** For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the Offeror shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.
- W. **Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.** Offer agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471.

SPECIAL INSTRUCTIONS TO OFFERORS**1. DISTRICT REPRESENTATIVE**

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions to Offerors”, The District Representative for Washington Elementary School District is Daniel O’Brien, Assistant Superintendent of Business Services.

2. OFFEROR RESPONSIBILITY

The successful Offeror shall protect all furnishings from damage and shall protect the school district’s property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

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

The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror’s responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

3. ACKNOWLEDGEMENT OF AMENDMENTS

In accordance with A.A.C. R7-2-1024(B.1.k), Offeror should acknowledge receipt of all amendments by submitting a copy of the amendment with their proposal response and/or by signing the amendment acknowledgement form.

4. OFFEROR REQUIRED CONTRACT/AGREEMENT

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Offer. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

5. AUTHORITY

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

6. QUESTIONS

All questions related to this Solicitation shall be in writing and directed to the contact person listed on page 1 by email or by fax at 602-347-3521. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

SPECIAL TERMS AND CONDITIONS**1. PURPOSE**

Washington School District Requests Statement of Qualifications from qualified registered in the State of Arizona for pre-construction and construction services at Acacia Elementary School. The Construction Manager at Risk (CM) is responsible for the successful, timely and economical completion of the construction project.

The contract(s) shall be subject to the limitations and restrictions of Arizona Statutes.

2. REQUIREMENTS

The firm selected must be able to proceed with pre-construction services immediately after date of project award. A principal person of the firm must be selected and assigned to the project.

3. INSURANCE REQUIREMENTS

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

See section 9. Insurance and Safety under Uniform General Terms and Conditions for minimum Insurance requirements

4. SAFETY

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial.

5. LICENSES

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror. The successful Offeror shall provide documentation of professional memberships, certifications, and licenses when applicable to the contract.

6. FINGERPRINT REQUIREMENTS

If the District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils, the fingerprint clearance cards will be required. 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 shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have seven (7) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension

and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

Fingerprint clearance cards **will** be required for this contract.

7. REGISTERED SEX OFFENDER RESTRICTIONS

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

8. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Washington Elementary School District and participating districts. The District reserves the right to obtain like goods or services from another source when necessary.

9. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis.

10. VOLUME

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. Any quantities listed are an estimated amount based upon documented usage. The District reserves the right to increase or decrease any estimated quantities.

11. AWARD

It is expected that the award for this contract will be made by March 2025.

12. TERMS OF AWARD

It is the intent of the District to award a multi-term contract, beginning upon award and continuing until project completion. No contract exists unless and until a purchase, order is issued each fiscal year. All services are on an "as-needed, if-needed" basis, no minimum guarantee is implied.

13. CONTRACT AWARD

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

14. MULTIPLE AWARD

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. The District reserves the right to make a multiple award at the discretion of the Governing Board. Per A.A.C. R7-2-1024(B.1.d), contracts will be awarded by individual line item, groups of line items, incrementally, by region, or by location.

15. GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County.

16. EVALUATION SCHEDULE

The Submittals will be initially evaluated for conforming to the requirements of the RFQ. Then a technical score will be given. The submittals with the highest scores may be interviewed to determine the best interests of the District.

17. EVALUATION

Representatives of the District will evaluate the submittals from the most likely to the one least likely to meet the requirements outlined in the RFQ. The District shall conduct interviews with the short-listed firms. In addition to interviews, the District reserves the option to call for and enter into discussions with the firm(s) considered most likely to meet the requirements if considered by the District to be in the best interest of the District.

Initial screening criteria for Statement of Qualifications are listed below in relative order of importance:

Criteria	Value
A. Project Staff/Key Personnel	35
B. Firm's Related Building Experience	25
C. Overall Approach and Methodology	20
D. Scheduling and Cost Control	20

Evaluation criteria for interviews and presentations are listed below in relative order of importance:

Criteria	Value
A. Proposed Key Project Staff	35
B. Overall Approach	25
C. Budget Control and Schedule Adherence	20
D. Additional Questions from Evaluation Team	20

18. CRITERIA DETAILS

Initial Screening Criteria (100 points): The Evaluation committee will objectively evaluate the firm's abilities in accordance with the criteria listed below:

A. Project Staff/Key Personnel (35)

The ability and experience of the field staff will be evaluated with specific attention to project related experience including K-12 replacement school projects on an occupied campus.

Provide an overall organizational chart for the firm's personnel to be assigned to this project. Indicate their role and anticipated percentage of time to be dedicated to the project.

Give brief resumes of key personnel (including the Project Manager and Site Superintendent) to be assigned to this project including, but not limited to, the following:

1. Name and title
2. Job assignment for this project
3. Number of years with the firm
4. Experience, include types of projects, size of projects, projects similar in scope to this RFQ, and specific project involvement. Highlight projects (up to three) that are applicable to this new elementary school construction project. Provide contact information for references.
5. Education and active licenses and registrations
6. Note any project experience that was on K-12 educational facilities using the CMAR project delivery method.

Provide information for other individual(s) as back-up with the firm who could lead the project in the event the proposed persons for the project become incapable of serving on the project team. Back-up individuals should have a similarly high level of experience as the proposed personnel. Provide similar requested information for all proposed back-up individuals.

B. Firm's Related Building Experience (25)

Major consideration will be given to the successful completion of previous K-12 school educational projects on an occupied campus using the CM at Risk project delivery method that are comparable in design, scope and complexity to the work covered under this RFQ. List the projects that best illustrate the experience of the firm and current staff to be assigned to this project. (List at least three K-12 education projects, but no more than five: use only projects that were completed within the last five years). Include the following for each project:

1. Name and location of the project.
2. Description of the project's scope of work.
3. Indicate the firm's responsibility on this project.
4. Project owner's name (district contact person for reference), address and telephone and email.
5. Architect of record: name of firm at time of project, address, telephone and email.

6. Date project was completed or anticipated date of completion.
7. Cost of project (construction cost) including original budget and actual cost. List Change Orders which exceeded the original GMP project separately. Indicate which of these Change Orders required Governing Board approval.
8. Present status of project (photo encouraged).
9. Firm's project manager, superintendent, and other key professionals involved on the project.
10. Project delivery method (CMMAR, design-bid-build, other)

C. Overall Approach Methodology (20)

Describe the proposed pre-construction team's overall method of approach and how they would implement and execute pre-construction and construction management services. The completeness, thoroughness, and overall value, offered shall be considered. Provide brief responses to each of the questions listed below:

1. Describe the capabilities of your staff to provide the technical services required for the following items:
 - a. Budget Estimating
 - b. Value Engineering
 - c. Life Cycle Cost Analysis
 - d. Construction Scheduling/Schedule Control
 - e. Constructability Analysis
 - f. Cost Control
 - g. Quality Control
 - h. Management of Subcontractors and Suppliers
2. Submit your firm's subcontractor and supplier selection plan (how do you assure quality subcontractors and material suppliers). Subcontractors may be selected based on qualifications alone or on a combination of qualifications and price. Subcontractors shall not be selected on price alone.
3. Identify examples of problems your firm has encountered while constructing other school projects and explain how they were addressed. Describe concerns your firm anticipates for this project and possible solutions.
4. Provide information about any unique processes or systems your firm will use to enhance the design and construction phases for this project.

D. Scheduling and Cost Control (20)

The firm's scheduling system and costs control system shall be described. Methods for assuring subcontractor's and material suppliers adherence to schedule shall be highlighted. Describe the firm's ability to hold to original schedules and budgets.

The following questions shall be addressed:

1. Explain how you plan to address items requiring long-lead procurements so the overall project schedule and completion date is maintained.
2. Do you include the processing of shop drawings and other submittals in your schedule?
3. Explain how you will coordinate development of schedule information from subcontractors and material suppliers?
4. Attach a sample schedule which illustrates your overall scheduling capabilities to meet the phasing with Substantial Completion dates
5. List the last five (5) construction management projects you have completed on schedule and on budget. Provide original and final contract dollars and schedule.
6. Explain how you intend to work with the Owner and architect to ensure the design stays within budget while still meeting the Owner's requirements during pre-construction.

Interviews & Presentations (100 points) After the firms have been evaluated based on their written submissions, at least three (3) but no more than five (5) firms with the highest scores maybe be more closely considered through a presentation or interview to further evaluate their approach and ability to perform on this particular project.

The interviews shall be a total of 45 minutes:

- 20 minutes oral presentation on the firm
- 15 minutes on the project management and scheduling plan for this project
- 10 minutes for questions and answers from the evaluating team after the presentation

Firms interviewed will be expected to address the following:

- A. **Proposed Key Project Staff - (35 points)**
The firm shall introduce all key staff to be assigned to this project and identify their role. Identify the Project Manager and Superintendent who will be the primary point-of-contact for the District and responsible for the day-to-day work by the firm. Describe their ability and experience to lead the team and subcontractors. Show other projects where this team has worked together. Highlight projects that are similar in scope. The assigned Project Manager and Superintendent shall lead the presentation.
- B. **Overall Approach - (25 points)**
Discuss your approach to this project and other projects similar in scope for which you have previously completed work. Indicate issues and problems that have arisen and how your firm resolved them to the benefit of the project and school district. Describe any distinctions you believe your proposed pre-construction and construction management teams will offer that differentiate them from other teams. Include anything that can be considered as added value and of benefit to the overall success of this project.
- C. **Budget Control and Schedule Adherence - (20 points)**
Provide examples of your team's capabilities to construct projects to be within the Owner's budget and maintain a project's overall schedule. Describe the formats and identify the tools you will use to perform these services.
- D. **Additional Questions - (20 points)**
The District will supply a list of additional questions at the time of notification to the short-listed firms.

19. **EVALUATION PROCESS**

The Evaluation Committee will consist of representatives as follows:

Architect/Engineer

Licensed Contractor

The Evaluation Committee **may** consist of representatives as follows:

School Principal(s)

Facilities Director

Business Manager

The Evaluation Committee will review all Statements of Qualifications received on time, which are responsive to the solicitation requirements and determine the firms with the highest score using the Evaluation criteria established for the project.

The Evaluation Committee will conduct interviews and receive presentations from the firms with the highest scores and will establish ratings for each firm in accordance with the scoring criteria established for the project. Following interviews, firms will be evaluated based on their submission, references and presentations. A combined average score from both the submittals and interviews will be used to determine the final ranking of the firms.

The District shall engage or authorize one or more persons to engage the highest ranked finalist in negotiations for the purposes of executing a contract. In so doing, the District shall determine and negotiate compensation that is fair, competitive and reasonable for these services to be supplied. Should the School Board or its designee(s) be unable to negotiate a satisfactory contract with the finalist at a price the District determines to be fair, competitive and reasonable, the District shall formally terminate negotiations and then undertake negotiations with the second-choice finalist. Failing accord with the second most qualified firm, the District shall formally terminate negotiations with such firm and then enter into negotiations with the third-choice finalist.

20. KEY PERSONAL

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of District.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the district and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

21. POSSESSION OF FIREARMS / DRUG-FREE/SMOKE-FREE WORKPLACE

Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.

- ◆ Possession and/or use of Tobacco Products is strictly prohibited by *ARS 36-798.03*
"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. *ARS 13-3102*
- ◆ No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- ◆ If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.
- ◆ If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement will be terminated.

22. DEVIATIONS TO RFQ

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the RFQ form on the Offeror's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Offeror's formal RFQ.

23. PRICE INCREASE (UNFORESEEN)

Vendor may submit to the Procurement Officer a fully documented request for an emergency price increase only after the Contract has been in effect for 90 days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the Procurement Officer delivers notice to Vendor.

The requested increase shall be limited to a documented cost increase to Vendor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on the Vendor. The Procurement Officer may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Vendor has announced a cost increase that contributes directly to Vendor's request for a price increase and would cause substantial economic hardship for the Vendor.

24. PRICE DECREASE

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

25. OTHER DISCOUNTS

Offerors may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

26. DELIVERY OF SERVICES

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. Any items on this contract shall be delivered per the specifications and instructions for each of the campuses.

27. BILLING

All billing notices must be sent to the District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Washington Elementary School District will refer to the Solicitation number of this RFQ.

28. IMPORTANCE OF A RESPONSE

If you do not wish to respond to this RFQ, please provide written notification of your decision. Failure to respond to two consecutive solicitations for similar items will result in deletion of your name from the District's vendor listing for that item. A "No Bid" will be considered a response. (See "No Bid Response Form" included with this solicitation).

29. CLARIFICATION OF SOLICITATION REQUIREMENTS

It is the responsibility of all Offerors to examine the solicitation and seek clarification of any item or requirement that may be clear or unclear to them and to check all offers for accuracy before submittal to the District. Any questions regarding this solicitation can be answered by emailing the Procurement Officer listed on the title page of this solicitation. All questions must be in writing. The Procurement Officer is not authorized to give information as to the requirements of the solicitation in addition to that contained in these written documents.

- ☒ Emailed questions should be sent no less than seven days before the RFQ due date and time. Questions submitted after this time may not be addressed. All questions must reference the page and item that is to be addressed.
- ☒ All amendments should be acknowledged using the Amendment Acknowledgement Form included in this document.
- ☒ No verbal or written information, which is obtained other than by information in this document or by Amendments to this solicitation, will be binding on the District.

30. OWNER CONTACT

For the purpose of establishing this contract, the District contact person who will work with the successful contractor, furnish information, answer questions, direct contractor efforts, provide guidance, etc., is: Jim Rodems, Project Manager under direction of Tim Woodward, Director of Capital Projects.

RFQ REQUIREMENTS

TWO (2) copies of your RFQ (1 original, and 1 electronic) must be submitted. The original should be clearly marked, "ORIGINAL" Original should be submitted in a 3- ring binder (No spiral bound or binder clipped). Electronic copy should be submitted on a thumb drive. Thumb drive must not be password protected and documents should be in PDF, word or excel format. It is the respondent's responsibility to ensure thumb drive contain all documents.

The Washington Elementary School District will not assume responsibility for any costs related to the preparation or submission of the submittal. FAXED or emailed RFQs will not be accepted or considered. In order for your RFQ to be considered, the following should be included and should be referenced with ***index tabs***:

Tab 1. **Firm's Description:**

Letter of Introduction and interest signed by an officer or partner of the responding firm. This shall include firm's organizational chart, local office primary contact, number of years you have been in business in Arizona continuously using the same name and the form of ownership. Letter shall include specific reasons why firm would be the best choice for the specified projects.

Tab 2. **Acknowledgements:**

Firms shall provide the following information and acknowledgements:

1. **Litigation:** Describe all litigation the firm has been involved in during the last five years. The CMAR must have an acceptable history of working proactively to avoid litigation with Owners in providing pre-construction and construction management services. Describe all litigation related to business activities including construction fraud, theft, conversion securities violation, or similar kinds of claims involving business practices of any kind involving the CMAR within the last five years.
2. **Claims:** Describe any disputes or claims made against the firm in the last five years.
3. **Exceptions to Terms and Conditions and Agreement:** Note if the firm takes any exceptions with the attached Owner-CMAR Agreement to be used for this project. If the CMAR desires any deviations with the Agreement, they are to be clearly noted as part of their proposal.
4. **Exceptions to Overall Project Schedule:** Note if the firm takes any exceptions with the attached overall project schedule milestones to be used for this project. If the CMAR desires any deviations with the schedule, they are to be clearly noted as part of their proposal.

Tab 3. **References:**

The CMAR must demonstrate a positive relationship with prior clients:

Submit three (3) Owner references from prior clients for pre-construction and construction management services within the past five (5) years as shown in Exhibit I Reference Request Form. References need to use the Exhibit 1 References Request form and we must be received **by February 4, 2025 at 2:30 PM.**

Tab 4. **Initial Screening Criteria:**

- A. Project Staff/Key Personnel
- B. Firm's Related Building Experience
- C. Overall Approach and Methodology
- D. Scheduling and Cost Control

Tab 5. **Mandatory Compliance Information, Financial Stability Statements, and Workload:** (See page 35)

Tab 6. **Signed Documents**

Offer and Acceptance Form
Deviations/Exceptions Form
Request of Confidentiality Form
Non-Collusion Form (Must be Notarized)
Completed Amendment Acknowledgement Form
SB/MO/ WBE Certification
Debarment Form
EDGAR Forms
Completed Vendor Registration Form /W-9
Proof of Insurance

SCOPE/SPECIFICATIONS

BACKGROUND

The Washington School District is located in the greater metropolitan Phoenix area, and consists of 32 elementary schools serving a student population of approximately 20,000 in grades K through 8.

SOLICITATION SCHEDULE

Notice of RFQ issued.....	January 16, 2025
Mandatory Pre-Conference.....	January 24, 2025 @ 9:00 AM
Deadline for Questions.....	January 27, 2025 @ 12:00 PM
Proposal Due Date.....	February 4, 2025 @ 2:30 PM
Possible CMAR Interviews of short-listed firms.....	February 18-19
Final Approval by Governing Board.....	February 2025

*Dates are subject to change

PURPOSE

The Washington Elementary School District Requests Statements of Qualification from qualified firms registered in the State of Arizona for preconstruction and construction services at Acacia School, 3021 West Evans Drive, Phoenix, AZ 85053. The Construction Manager at Risk (CM) is responsible for the successful, timely and economical completion of the construction Project.

OWNER CONTACT

For the purpose of establishing this contract, the District contact person who will work with the successful contractor, furnish information, answer questions, direct contractor efforts, provide guidance, etc., is: under direction of Tim Woodward, Project Manager of Capital Projects.

PROJECT INFORMATION

Project Location: 3021 W. Evans., Phoenix, AZ 85053

Construction Budget: (approximate):1,500,000.00

Architect(s) of Record: SPS+

Design is in progress.

Substantial completion July 25, 2025

Final completion August 25, 2025.

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

This project shall consist of site improvements including, but not limited to, demolition & disposal and some salvage of existing HVAC Systems, and replacing removed units with new HVAC units, all removal/installation on an occupied campus. All buildings are considered to be within scope, totaling 71,597 SF, and the replacement of approximately 46 rooftop HVAC units with the inclusion of new controls per the district’s published standards. Units that are 10 years old or newer are to be removed and relocated to another campus with the district. Mechanical commissioning shall be considered outside of the scope and will be under a direct contract with the district.

GENERAL

No work may be performed prior to WESD Governing Board approval.

REQUIREMENTS OF CONSTRUCTION MANAGER AT RISK (CMAR)

Firms must meet the following requirements:

1. CMAR must be experienced in providing construction management for educational facilities. CMAR shall have past experience with similar work as described within this RFQ. All work including elementary school projects on an occupied campus using the CMAR project delivery method shall be described in the SOQ's submitted by the CMAR.
2. CMAR must be authorized to do business in the State of Arizona and must possess construction licenses in accordance with applicable statutes, regulations and rules.
1. CMAR must be knowledgeable of the requirements of Arizona State Statutes.
2. The selected CMAR and sub-contractors will be required to meet the insurance requirements of the District and the State of Arizona School Facilities Board.
3. CMAR must provide full services utilizing in-house staff in leadership positions.

The Project is known as CMAR for Palo Verde Middle School Site Improvements (Phase II).

1. Pre-Construction Services – The Construction Manager at Risk (CM at Risk) will provide the following services:
 - A. Provide cost estimates for all the work within this project at each phase of design.
 - B. Complete project site reviews at the project site with the design team. Assist with locating existing utilities.
 - C. The CM at Risk will have full budgetary responsibility in establishing the Guaranteed Maximum Price for the Project.
 - D. Provide a constructability review of the project construction documents.
 - E. Develop the project construction schedule.
 - F. Assist the District and Architect with provisions for any phasing of the project.
 - G. Attend all design phase meetings.
 - H. Determine logistics including use of the site for staging, temporary facilities, deliveries, and worker parking considering the existing school will be occupied during the construction phase.
2. Management of Construction – The successful firm will be responsible for the management of construction for the projects described in this RFQ. The services required for the construction program may be but are not limited to the following:
 - A. Enter an “At Risk” contract with all subcontractors, material suppliers and equipment suppliers’ necessary for the construction of said facility.
 - B. Schedule and conduct construction meetings.
 - C. Provide continuous on-site management services throughout the construction phase. The management shall include, but is not limited to:
 1. Weekly job site meetings and minutes.
 2. Maintain daily on-site project logs and schedule reports.
 3. Coordination of the schedule and work with Washington Elementary School District personnel as required.
 4. Monitor subcontractor work performance for workmanship quality and deficiencies.
 5. Oversee construction management staff and subcontractor safety programs.
 6. Maintain master sets of construction documents on-site to include all ASI's and supplemental sketches. Provide copies to all subcontractors concerned.
 7. Maintain cost controls for the project.
 8. Manage the submittal and materials delivery process.
 9. Ensure that a code of conduct, typical for school construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.
 10. Eliminate or mitigate all disruptions (noise and odors) to existing occupied school operations.
3. Develop, update and maintain a detailed construction schedule.
4. Report potential budget and schedule variances and prepare recovery plan.
5. Submit payment request for approval.

6. Coordinate special consultants and testing lab services contracted by owner as required.
7. Administer post-construction closeout and warranty collection, start-up and transition to operation, including Owner training.
8. The CM at Risk will be required to work with the architect of record and School District's design team on the project for the following:
 - A. Issue Request for Information when necessary and assist the Owner and Architect as required for the timely completion of the project.
 - B. Coordinate all materials supply and installation schedules with the District and school personnel as directed.
 - C. Provide project status updates to the District's Governing Board and school district administrative personnel as determined necessary by the District.
9. The CM at Risk will be required to work with and coordinate their activities with District staff and any third-party contracts or contractors that the District provides for this project.
10. Work effectively with District Personnel and Project Architect to develop plans, schedules, costs and other relevant items.
11. Comply with additional requirements provided in the Owner/CM at Risk Agreement that is issued separately as part of the RFQ process. It is the intent of the District to utilize this Agreement with the successful CM at Risk firm for this project.

Mandatory Compliance (no points):

This is a mandatory compliance section and carries no evaluation points. Firms must meet minimum criteria as specified and provide written acknowledgement as noted below to receive further consideration.

1. The Arizona Corporation Commission shall properly have certified the CMAR for corporation and limited liability companies.
2. The CMAR must be properly registered, licensed and certified at the time of submission. Provide a copy of the current Arizona General Contractor's license and current report from Arizona Registrar of Contractors.
4. The CMAR must have been in continuous business for a minimum of five years.
5. The CMAR must provide a statement indicating your firm will warrantee all work for a minimum of two (2) years from final completion.

Financial Stability (no points):

CM must demonstrate the financial capability required to complete the project.

1. Copies of audited financial statements are not required with the submittal. Prior to the final selection, the District reserves the right to require the CMAR to provide a copy of the financial statements for the previous two fiscal years. CMAR shall include a letter from its financial institution and surety indicating the firm's strength to perform and complete services for this project.
2. The financial capability shall also include the bonding capacity of the firm. (The firm will be required to bond on the guaranteed maximum price for the project). CMAR to provide statement describing the company's bonding capacity.

Workload (no points):

CM must demonstrate the availability of resources required to complete the project.

1. List all outstanding contracts with other entities for projects over \$3,000,000 which involve any of the proposed personnel to be used on this project. Include contract dollar amounts, contracting entities names and addresses, status of completion and dates for completion. Indicate the work load anticipated for staff members proposed on this project between December 2023 and August 2024.

RFQ'S REFERENCES LIST

INSTRUCTIONS: Enter the requested information for clients for whom you offer similar services as those requested under this solicitation. References are preferred from clients in Arizona school districts using your firm in the last five years. Each client may be initially contacted and asked questions and could be contacted again for clarification.

We will be requesting information from those references and may discuss the following:

- Size of district and /services used
- Start-up and how firm handled projects
- Ability of firm to provide results in a timely manner
- Experience and expertise as perceived by the district
- Initial and ongoing firms responsiveness to needs
- Participation and assistance when “issues” arise
- Client satisfaction for the money spent
- Satisfaction with “customer service”
- Ease of understanding billings
- Any value added services provided by the vendor

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

EXHIBIT I

Reference Request Form

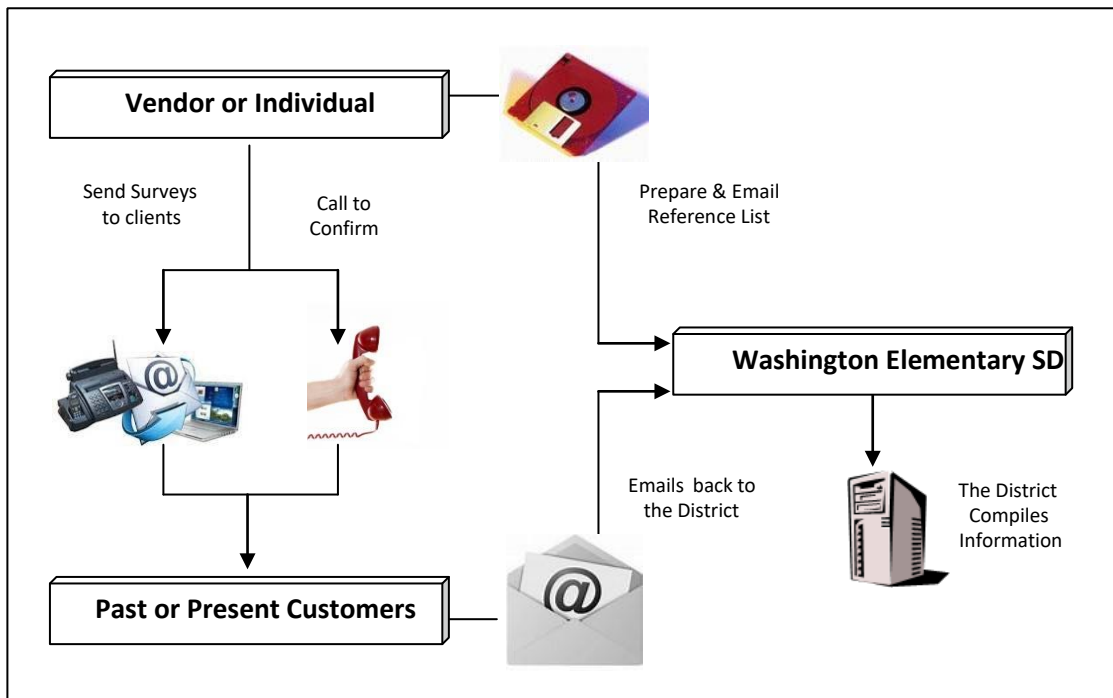
DETAILED INSTRUCTIONS ON HOW TO PREPARE A REFERENCE LIST AND HOW TO PREPARE AND SEND PERFORMANCE EVALUATION SURVEYS

The objective of this process is to identify the past performance of a firm and key personnel assigned to perform the specified services. This is accomplished by sending survey forms to past and/or present clients. The clients will return the forms directly to the District, and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process.

The survey form is included with this solicitation.

SAMPLE REFERENCE LIST – Place your list in Tab 3

Below is the format you will follow for submitting your reference list. We have included an example of the information that should be included. You will enter past and/or present clients that you have provided similar services for that you have sent the Performance Survey form to - Include Reference List with offer.



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

TO THE ATTENTION OF: NAME OF CLIENT': COMPANY: PHONE: COMPANY BEING SURVEYED:

To Whom It May Concern:

Washington Elementary School District 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 firm.

The company listed above has chosen to participate in this solicitation. They have listed you as a past or present client that they have provided Construction services. Both the company and Washington Elementary School District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

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 Manage Program	(1-10)	
2	Quality of Program	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Quick Response Time	(1-10)	
5	Ability to Maintain Confidentiality	(1-10)	
6	Close Out Process (invoicing, no unexpected fees)	(1-10)	
7	Communication	(1-10)	
8	Overall Customer Satisfaction Based on Performance (comfort level in using vendor again)	(1-10)	
	TOTAL POINTS	NOT TO EXCEED 80	

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this questionnaire to Washington Elementary School District at tracy.pruitt@wesdschools.org

By **February 4, 2025 at 2:30 P.M.** Local time.

Signature _____ Date _____

Printed Name (Company being Surveyed) _____ Title _____

OFFER AND ACCEPTANCE

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.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

DUNS No. _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name



Signature of Person Authorized to Sign Offer

Address

Printed Name

CERTIFICATION

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices and Bidder/Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred. .
2. The Bidder/Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder/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 Bidder/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 Bidder/Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder/Offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the Bidder/Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder/Offeror shall comply with fingerprinting requirements unless otherwise exempted.
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, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

----- WESD USE ONLY -----

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/public entity.

This contract shall henceforth be referred to as Contract No. _____

24.026

The Contractor has been 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

DEVIATIONS AND EXCEPTIONS

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

Exceptions (mark one):

- ☐ The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation.
- ☐ Exceptions taken (describe –attach additional pages if needed)

List any deviation or exception for any item listed in this solicitation. 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 this solicitation.

[illegible]

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____

Authorized Signature: _____



CONFIDENTIAL/PROPRIETARY SUBMITTALS

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The Procurement Officer shall review the statement and provide the determination in writing whether the information shall be protected. If the Procurement Officer determines that the information shall be protected from disclosure, the Procurement Officer shall inform the Offeror in writing of such determination.

Confidential/Proprietary Submittals (mark one):

- ☐ No confidential/proprietary materials have been included with this RFQ Response.
- ☐ Confidential/Proprietary materials included. Offerors should identify below any portion of their deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire Offer or price as confidential will not be considered.

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request. (List specific pages.)

2. The reason or reasons why the information should be treated as confidential.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

AMENDMENT ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within seven (7) days of the solicitation due date, will included a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete response.

Please sign and date

AMENDMENT NO. 1
Acknowledgment:

Signature **Date**

AMENDMENT NO. 2
Acknowledgment:

Signature **Date**

AMENDMENT NO. 3
Acknowledgment:

Signature **Date**

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

☐ **No amendments were issued.**

Company Name: _____

Printed Name: _____

Date: _____



Authorized Signature: _____

NON-COLLUSION AFFIDAVIT

State of _____)
)
 County of _____) ss.

Before me, the undersigned, personally appeared

_____, affiant,
 (Name)

the _____
 (Title)

 (Contractor/Offeror)

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

That such Offer 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 Offer, or any other person, firm or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1024 (B.1.q), and A.A.C. R7-2-1003(J).



 (Signature of Affiant)

 (Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

 Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://azsos.gov/business/notary/enotary>

**Certification:
Small Businesses, Minority-Owned Firms, and
Women's Business Enterprises**

Proposing companies that have been certified as Small Businesses, Minority-Owned Firms, and Women's Business Enterprises are encouraged to indicate their certification when responding to this Solicitation.

Vendor certifies that this firm is a Small Business, Minority-Owned Firm, and/or women's Business Enterprise. (Required by some participating agencies) (SBA 8a Application certification)

<https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

☐ NO, Vendor is not a Small Business, Minority-Owned Firm, and/or A Women's Business Enterprise.

☐ YES, Vendor certifies that this firm is a Small Business, Minority-Owned Firm, and/or women's Business Enterprise.

(Required by some participating agencies) (SBA 8a Application certification)

<https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

If yes, complete the section below.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and Small Businesses, Minority-Owned Firms, and Women's Business Enterprises certifications have been reviewed by me and the information furnished is true to the best of my knowledge. Submit proof of Small Businesses, Minority-Owned Firms, and Women's Business Enterprises Certification.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

*Include a copy of certification letter and the percentage of your business with Small Businesses, Minority-Owned Firms, and Women's Business Enterprises suppliers, if applicable, in your Response.

DEBARMENT CERTIFICATION

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

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

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a Public Entity expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between Public Entity and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

- A. Contractor Violation or Breach of Contract. District reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract terms.
- B. Termination Clause. The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- C. Equal Employment Opportunity. The Offeror shall comply with the Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
- D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
 - a) Copeland “Anti-Kickback” Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “AntiKickback” Act.
 - b) Davis-Bacon Act – The Offeror 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).
- E. Contract Work Hours and Safety Standards Act. The Offeror shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of “funding agreement” and where District wishes to enter into a contract with a small business firm or nonprofit organization, Contractor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the Offer & Acceptance form, the Offeror certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
- J. Certification Regarding Lobbying. Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- K. Record Keeping. The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable

time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

- L. Energy Policy and Conservation Act. The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)
- M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
 - a) Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b) To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20325-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- N. Buy American Provision. The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid for the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:
 - (1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or
 - (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).
- O. Affordable Care Act. 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.
- P. Certificate of Independent Price Determination. The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
- Q. Invoicing. The Offeror shall fully disclose all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from a supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs.

7CFR§210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)

- R. E-Verify Requirement. The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- S. Description of Process for Enabling Vendors to Receive or Pick Up Orders Upon Contract Award. Once the District has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor, based upon the needs of the District. No volume is implied or guaranteed
- T. Solid Waste Disposal Act. The Offeror shall comply with Section 6002 of the Solid Waste Disposal Act and its implementing regulations.
- U. Program Regulations. Contractor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contractor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)
- V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, the District shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321.
- W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Offer agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471

☐ **VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE.**

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____



VENDOR REGISTRATION FORM
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
4650 W. Sweetwater Ave., Glendale, AZ 85304-1505
Email: purchasing@wesdschools.org or Fax: 602 347 3521

Vendor Name/DBA Name:	Date
Mailing Address: Solicitations will be mailed to this address.	
Street	Website
City State ZIP Code	Phone
Remit Address ☐ Please mail payments to this address.	
Payee Name for Check	Contact Name Title
Street (Where to mail remittance/check)	Contact Email
City State ZIP Code	WESD account #
Purchase Orders to be sent Via:	
☐ Please mail: ☒ select remit or mailing address ☐remit address ☐mailing address	
☐ E-mail (provide email)	

Is your company on a cooperative contract? ☐ No ☐ Yes If yes, please list:
We are not tax-exempt, is sales tax charged? ☐ No ☐ Yes
Do you accept Visa Payments? ☐ No ☐ Yes Contact email address?
Do you offer a prompt payment discount? ☐ No ☐ Yes If yes, what are the terms? _____ % _____ Days
Are you or a family member currently employed with WESD? ☐ No ☐ Yes
Have you ever been employed by WESD? ☐ No ☐ Yes When:
Is your Business: ☐ Certified Small Business ☐ LGBTQ Owned ☐ Native American Owned ☐ Veteran Owned ☐ Disabled Veteran Business Enterprise ☐ Minority Business Enterprise ☐ US DOT Certified DBE ☐ Woman Business Enterprise

W-9 Request for Taxpayer Identification Number and Certification

The District must have a W-9 on file for every vendor. **YOU WILL NOT BE REGISTERED WITHOUT W-9 INFORMATION.**

A copy of the Form W-9 with instructions is available on the IRS website at <http://www.irs.gov/pub/irs-fill/w9.pdf>

Federal Taxpayer Identification Number (TIN) ☐ Social Security Number OR ☐ Employer Identification Number ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ other _____	Name as Shown on Federal Tax Documents (Individual/Sole proprietor provide owner's name)
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. person (including a U.S. resident alien). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.	
Signature of U.S. person	Date

To receive BID/RFP/RFQ notifications, register with AZ Purchasing at: www.AZPurchasing.org.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) 2 Business name/disregarded entity name, if different from above. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐
	5 Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional) 6 City, state, and ZIP code 7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. 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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

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.

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

Sign Here	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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they