



**Request for Qualifications # 25-01-28  
Architectural Services for  
Curry Elementary School and Connolly Middle School**

Due Date and Time: July 26, 2024, 2:00 P.M. Arizona Time

Opening Location: Tempe Elementary School District  
Purchasing Office  
3205 S. Rural Road  
Tempe, AZ 85281

Pre-Proposal Conference: July 12, 2024 at 10:00 AM  
Strongly Encouraged to Attend Connolly Middle School  
2002 E Concorda Dr,  
Tempe, AZ 85282  
**Walk thru to follow immediately after Pre Offer Conference**

Last Day for Questions: July 17, 2024 by close of business, due to Lupita Gomez at  
Guadalupe.Gomez@tempeschools.org

In accordance with the Arizona procurement code and rules, Request for Qualifications f materials or services specified will be received by Tempe Elementary School District until the time and date cited. Qualifications received by the correct time and date shall be opened and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Qualifications shall remain confidential until award is made. Late submittals shall not be considered.

Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via email to [Guadalupe.Gomez@tempeschools.org](mailto:Guadalupe.Gomez@tempeschools.org)

For further assistance contact Lupita Gomez, Purchasing Supervisor, 480-730-7167 or [Guadalupe.Gomez@tempeschools.org](mailto:Guadalupe.Gomez@tempeschools.org)

*Lupita Gomez*

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Lupita Gomez, Purchasing Supervisor

*June 24, 2024*

\_\_\_\_\_  
Date



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## DOCUMENTS REFERENCED

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

### **Arizona:**

Arizona Revised Statutes (ARS)

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

ARS 41-2579

The Arizona School District Procurement Rules in the Arizona Administrative Code (AAC)

[http://apps.azsos.gov/public\\_services/Title\\_077-02.pdf](http://apps.azsos.gov/public_services/Title_077-02.pdf)

### **All Other States:**

Local Governments website (USA.gov)

<https://www.usa.gov/local-governments>

### **Federal:**

IRS W-9 form (Request for Taxpayer I.D. Number)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Code of Federal Regulations, 2 CFR §§ 200.318-326

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>

Education Department General Administrative Regulations (EDGAR)

<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

## DEFINITION OF TERMS

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

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

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

**“Contract Amendment”** means a written document signed by the Tempe Elementary School District that is issued f purpose of making changes in the Contract.

**“Contractor”** means any person who has a Contract with the Tempe Elementary School District .

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

**“Days”** means calendar days and shall be computed pursuant to ARS § 1-243.

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

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

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

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

**“.”** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by Tempe Elementary School District .

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

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

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

**“Procurement Officer”** means the person duly authorized to enter into and administer Contract and make written determinations with respect to this Solicitation or his or her designee.

**“Purchase Order or PO”** means the agreed-upon purchase order or other form of binding contract document between the Tempe Elementary School District and the Vendor which is used in making a purchase under a Tempe Elementary School District contract.

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

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

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

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

**“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued f purpose of making changes to the Solicitation.

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

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Inquiries

- A. **Duty to Examine** – It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** – Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** – Questions and/or clarifications concerning this solicitation will be accepted in writing through ENTER DATE by 5:00 p.m. Request shall be transmitted via email to [Guadalupe.Gomez@tempeschools.org](mailto:Guadalupe.Gomez@tempeschools.org). Responses and amendments to this solicitation, if necessary, are scheduled to be issued by July 19, 2024 by 5:00 p.m. No Offeror may rely upon oral responses made by any Tempe Elementary School District employee. For further assistance concerning this solicitation, contact Lupita Gomez at [Guadalupe.Gomez@tempeschools.org](mailto:Guadalupe.Gomez@tempeschools.org).
- D. **Solicitation Amendments/Addenda** – The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Tempe Elementary School District will not be responsible for Offerors adjusting their offer based on oral instructions by any . of Tempe Elementary School District or lead agency personnel.
- E. **Pre-Submittal Conference** – If a Pre-Submittal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Submittal Opening** – Submittals shall be submitted prior to the specified due date and time. Submittals shall be opened immediately following the due date and time, and at the place designated on the cover page of this document, unless amended in writing by Tempe Elementary School District. The name of each Offeror shall be read at this time. All submittals and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized Tempe Elementary School District personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation document shall be open for public inspection.
- G. **Time Stamp** – Submittals will be time stamped when received by Purchasing Staff. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. Tempe Elementary School District strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.
- H. **Persons with Disabilities** – Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 2. Submittal Preparation

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

## UNIFORM INSTRUCTIONS TO OFFERORS

- D. **Exceptions to Terms and Conditions** – All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by Tempe Elementary School District .
- E. **Cost of Proposal Preparation** – Tempe Elementary School District will not reimburse any Offer cost of responding to a Solicitation.
- F. **Solicitation Amendments/Addenda** – Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- G. **Provision of Tax Identification Numbers** – Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Contract Acceptance Form.
- H. **Taxes**
1. **Federal Excise Tax** – Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
  2. **Transaction Privilege Taxes** – Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
  3. **Property Taxes** – Arizona School Districts/Public Entities do not pay state property taxes.
  4. **Taxes on Shipping** – Transaction privilege tax may not be collected on delivery charges to the .'s location if separately stated on the invoice.
  5. **Payment of Taxes** – . is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.
- I. **Disclosure** – If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- J. **Solicitation Order of Precedence** – In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Scope of Work/Specifications;
  5. Attachments;
  6. Exhibits;
  7. Special Instructions
  8. Uniform Instructions to Offerors.

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

### 3. Submission of Proposal

- A. **Submittal Submission** – Each submittal shall be submitted by the due date and time at Tempe Elementary School District.
- B. **Offer Amendment or Withdrawal** – An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under R7-2-1044.
- C. **Public Record/Confidentiality** – Under applicable law, all Offers submitted and opened are public records and must be retained by Tempe Elementary School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by Tempe Elementary School District pursuant to R7-2-1006.

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

- D. **Certification** – By signing the Offer and Contract Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, f 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 f purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer and that the Offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213(O) has occurred; 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, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, ARS §41-1461 through 1465; and
  3. The Offeror warrants that it and all proposed subcontract will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
  4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and
  5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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
  6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a . of Congress, an officer or employee of Congress, or an employee of a . of Congress in connection with the awarding of

## UNIFORM INSTRUCTIONS TO OFFERORS

a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
8. The Offeror warrants that it and all proposed subcontract are not currently engaged in, and agrees f duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARS § 35-393 and
9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with ARS § 15-512; and
10. In accordance with ARS § 35-394, the Offeror is not currently and f 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.

#### 4. Additional Information

- A. **Unit Price Prevails** – Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** – The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.
- C. **Late Offers, Modifications or Withdrawals** – An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. **Disqualification** – The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Offer Acceptance Period** – An Offeror submitting an Offer under this Solicitation shall hold its Offer open f number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days f Offer acceptance, the number of days shall be ninety (90).
- F. **Payment** – Payments shall comply with the requirements of ARS Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** – Notwithstanding any other provision of the solicitation, Tempe Elementary School District reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all Offers or portions thereof; or
  3. Cancel the Solicitation.

#### 5. Award

- A. **Number or Types of Awards** – Where applicable, the Tempe Elementary School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that Tempe Elementary School District determines is necessary to meet the needs of its .s.
- B. **Contract Inception** – An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by Tempe Elementary School District and the Lead Agency with an authorized signatures on the Offer and Contract Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.



## UNIFORM INSTRUCTIONS TO OFFERORS

C. **Effective Date** – The effective date of this Contract shall be the date that Tempe Elementary School District signs the Offer and Contract Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### 6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with Tempe Elementary School District /Lead Agency Representative, Eric Thompson, Chief Financial Officer.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party 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 any other information requested by the Tempe Elementary School District /Lead Agency Representative within 10 days of the request.

C. The interested party may file a written request with the Tempe Elementary School District Representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information within the 10 days. The Tempe Elementary School District /Lead Agency Representative shall approve or deny the request in writing, state the reasons for determination, and if an extension is granted, set forth a new date for submission of the filing.

D. 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.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after Tempe Elementary School District /Lead Agency Representative makes the procurement file available for public inspection.

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

## UNIFORM TERMS AND CONDITIONS

### 1. Contract Interpretation

- A. **Application of Law** – The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (ARS) 15-213, and its implementing rules, Arizona Administrative Code (AAC) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which Tempe Elementary School District is conducting business under this contract. It is the responsibility of the awarded vendor and . to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

- B. **Implied Contract Terms** – Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Relationship of Parties** – Vendors receiving contract under this solicitation are independent contractors. Neither party to this contract, nor any, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** – The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol Evidence** – This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver** – Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 2. Costs and Payments

- A. **Ordering Procedures** – Purchase Orders are issued by Tempe Elementary School District to the Vendor according to this Contract.
- B. **Billings** – Contractor shall invoice . after delivery of goods and/or services. All invoices shall list the applicable . purchase order and Tempe Elementary School District contract number. Contractor will invoice TD3 directly.
- C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice
- D. **Progress Payments** – Tempe Elementary School District will permit .s to make progress payments under the following conditions:
1. . and Contractor agree to the terms of the progress payments prior to issuing a purchase order
  2. Purchase order describes the amounts or percentages and the dates or frequency of payments
  3. Payments are made in full compliance with .'s local governing entity rules
- E. **Tax Indemnification** – Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the . harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- F. **IRS W-9** – In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each ..
- G. **Availability of Funds f Next Fiscal Year** – Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the District. for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the District. to make reasonable efforts to secure such funds.

## UNIFORM TERMS AND CONDITIONS

### 3. Contract Changes

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

### 4. Risk and Liability

- A. **Risk of Loss** – Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification** – To the extent permitted by law, Tempe Elementary School District and its .s shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** – To the extent permitted by law, Contractor shall indemnify and hold harmless Tempe Elementary School District and its .s against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the Tempe Elementary School District or . of materials furnished or work performed under this Contract. Tempe Elementary School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

## UNIFORM TERMS AND CONDITIONS

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

### 5. 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 f 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** – Contractor warrants that any material or service supplied to Tempe Elementary School District shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. **Inspection/Testing** – The warranties set forth in in this section shall not affected by inspection or testing of, or payment f materials or services by Tempe Elementary School District.
- E. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. **Survival of Rights and Obligations after Contract Expiration or Termination**
  1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to ARS § 12-510, except as provided in ARS § 12-529, Tempe Elementary School District and its .s are not subject to or barred by any limitations of actions prescribed in ARS Title 12, Chapter 5.
  2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 6. Contractual Remedies

- A. **Right to Assurance** – If Tempe Elementary School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, Tempe Elementary School District may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at Tempe Elementary School District 's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Nonconforming Tender** – Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, Tempe Elementary School District may terminate the Contract for default under applicable termination

## UNIFORM TERMS AND CONDITIONS

clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- C. **Right of Offset** – Tempe Elementary School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by Tempe Elementary School District or its .s 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.

### 7. Contract Termination

- A. **Cancellation for Conflict of Interest** – Pursuant to ARS 38-511 and R7-2-1087(F) Tempe Elementary School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Tempe Elementary School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. **Personal Gifts or Benefits** – Tempe Elementary School District may, by written notice, terminate the Contract, in whole or in part, if Tempe Elementary School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with ARS § 15-213(O) and R7-2-1087(G).
- C. **Gratuities** – Tempe Elementary School District may, by written notice, terminate the Contract in whole or in part, if Tempe Elementary School District determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Tempe Elementary School District f purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).
- D. **Suspension or Debarment** – Tempe Elementary School District may, by written notice to the Contractor, immediately terminate this Contract if Tempe Elementary School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. **Termination for Convenience** – Tempe Elementary School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- F. **Cancellation for Non-Performance or Contractor Deficiency** – Tempe Elementary School District may terminate any contract if District have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Tempe Elementary School District reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Tempe Elementary School District may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
  2. Providing work and/or material that was not awarded under the contract;
  3. Failing to adequately perform the services set forth in the scope of work and specifications;
  4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
  5. Failing to make progress in performance of the contract and/or giving Tempe Elementary School District reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
  6. Performing work or providing services under the contract prior to receiving a purchase order for such work.

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

## UNIFORM TERMS AND CONDITIONS

contract shall become the property of the on demand.

G. **Contractor Cancellation** – Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Tempe Elementary School District or on the yearly anniversary of the contract. Termination shall have no effect on project in progress at the time the notice of cancellation is received by Tempe Elementary School District

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.

### 8. **Contract Claims**

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

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

### 9. **Federal and State Requirement**

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

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

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

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

C. **Contractor's Employment Eligibility** – By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Tempe Elementary School District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. Tempe Elementary School District reserves the right to confirm compliance in accordance with the applicable laws. Should Tempe Elementary School District suspect or find that the Contractor or any of its subcontractors are not in compliance, Tempe Elementary School District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs

## UNIFORM TERMS AND CONDITIONS

necessary to verify compliance are the responsibility of the Contractor.

- D. **Davis-Bacon** – For Federally funded project subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** – In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy.
- F. **Terrorism Country Divestments** – Per ARS § 35-392, Tempe Elementary School District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** – For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order. The Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** – Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, may not enter into a contract with a company that is currently engaged in, and agrees to the duration of the contract to not engage in, a boycott of Israel.
- J. **2 CFR Section 200 (EDGAR)** – When a Tempe Elementary School District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2 CFR 200 Certification Form contained within this document.
- K. **Minority Businesses** – Tempe Elementary School District have taken all necessary affirmative steps to assure minority businesses, women’s business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- L. **Civil Rights Compliance** – In accordance with 7 CFR Part 210.23, 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.

## SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is Tempe Elementary School District 's intent to award a multi-term contract. The initial term of the resultant contract shall start upon Governing Board Approval. The contract shall remain in effect through project completion estimated to be July 31, 2028. The District will issue a purchase order as notice to proceed.
2. **FORM OF CONTRACT:** This Request for Qualifications (RFQ) document, firm's response, the Master Agreement between Tempe Elementary School District and Architect, negotiations to include compensation and other contract terms that Tempe Elementary School District determines to be fair and reasonable, any formal Public Entity Contract between Owner and Architect, and properly issued purchase orders incorporating each .'s specific policies and P.O. terms and conditions - will become the controlling contract documents for this procurement. Partial Offers will not be considered.
3. **MASTER AGREEMENT:** This solicitation includes an Architectural Services Master Agreement which will be part of the awarded contract. Before negotiations begin, Tempe Elementary School District shall provide the Master Agreement to all firms on the final list for review. The firm's acceptance of this Agreement shall be part of the negotiations.
4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, Tempe Elementary School District requires a Proposal in response to this Solicitation to be valid and irrevocable for 120 days after the opening time and date.
5. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by Tempe Elementary School District. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized Tempe Elementary School District personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.
6. **TIME STAMP:** Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. Tempe Elementary School District strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Submittal Due Date and Time to begin the uploading process and to finalize your submission.
7. **RESPONSE FORMAT:** All responses are to be in the same form as this Request for Qualifications. Address each requirement in the same order as has been requested.
8. **LICENSES:** Architect shall maintain in current status all federal, state and local licenses, registrations and permits required by operation of the business conducted by the firm.
9. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
10. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, Tempe Elementary School District and its employees 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, Tempe Elementary School District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to Tempe Elementary School District.



## SPECIAL TERMS AND CONDITIONS

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

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

**11. ERRORS AND OMISSIONS INSURANCE:** Contractor shall have in force a Professional Liability Miscellaneous Errors & Omissions Insurance Policy. Certification must include:

- Name and Address of Insurance Company
- Policy Number
- Coverage Amounts
- RFQ Number from which the Award is made (23-18P Architectural Services)

Tempe Elementary School District reserves the right to terminate any contract agreement if the Architect fails to maintain such insurance coverage.

**12. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to Tempe Elementary School District or.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify Tempe Elementary School District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The architect and lead assigned to the District shall be consistent and actively participate during both design and construction phases. Any proposed changes due to unforeseen circumstances shall be approved by the District.

**13. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to Tempe Elementary School District or on a temporary basis are Offeror's, not Tempe Elementary School District's employees.

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

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

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

## SPECIAL TERMS AND CONDITIONS

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

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

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

At any time, and for any reason, Tempe Elementary School District may request or reject any of Offeror's employees.

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

- 14. FINGERPRINT & BACKGROUND CHECKS:** Tempe Elementary School District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 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 ARS subsection 41-4401, ARS subsection 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.

Tempe Elementary School District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should Tempe Elementary School District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if Tempe Elementary School District suspects or finds the Contractor or any of its subcontractors are not in compliance, Tempe Elementary School 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.

- 15. EMPLOYEE IDENTIFICATION:** All employees **must** check in at the front office of each site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

## SECTION I - SCOPE OF WORK

### 1. Purpose

The purpose of this Request for Qualification (RFQ) is to establish contract with a qualified firm to be made available to Tempe Elementary School District for renovation or rebuild of Curry Elementary School and Connolly Middle School.

Tempe School District No. 3 (District) invites the submittal of a Statement of Qualifications (SOQ) for architectural services from qualified firms properly registered with the Arizona State Board of Technical Registration. The District has determined the needed services are considered professional services in accordance with A.C.C. R7-2-1117(B).

To be eligible for consideration to provide these services, a firm shall submit a SOQ demonstrating appropriate competence and qualifications, including experience with the scope of services similar or relevant to the Projects described herein. The District intends to award one contract to a single firm. It is expected that a contract will be awarded to a single contractor. To meet our timeline, we are going to need a good strong team, with years of experience, possibly two lead architects. The architectural team will need to have a clear understanding of our project as the existing conditions are complex. We are asking for two sites that will look the same however, they will be independent of each other. This will require a complete renovation of existing infrastructures.

### 2. Tempe Elementary School District Background

The Tempe Elementary School District is located in the heart of the “Valley of the Sun.” It encompasses an area of approximately 36 square miles including not only Tempe but also parts of Phoenix and the Town of Guadalupe. Arizona State University, the fifth-largest campus in the nation (with more than 67,000 students) is within the District’s boundaries, providing professional and educational opportunities. **The 23 schools in the Tempe Elementary School District consist of 14 elementary schools grades kindergarten through fifth, a developmental special needs school, four middle schools grades six through eight, a K-8 school, a K-8 traditional school, and a Montessori school. On the campus of Connolly Middle School is the ASPIRE Academy, designed for gifted students in grades six through eight. Within the campus of Aguilar Elementary School is the Dual Language Program which currently serves preschool - kindergarten students with plans to expand to higher grade levels in the future.**

### 3. General Information of Connolly Middle School and Curry Elementary School

Physical Address:

- Connolly Middle School 2002 East Concordia Drive Tempe, AZ 85281
  - Serves students in grades 6 to 8
- Curry Elementary School 1974 East Meadow Drive Tempe, AZ. 85281
  - Serves students in grades Pre-K to 5
- Design Services to Start Approximately: September 2024
- Construction to Start Approximately: May 2025 or sooner
- Students to move in July 2027 for school year 2027/2028

The project to be assigned under this procurement is a Bond project. The District anticipates:

- Renovate/rebuild of Connolly Middle School and Curry Elementary School simultaneously
- The potential for these two projects to on an empty campuses while utilizing all 26 acres for both schools
- Separate parent drop-off, bus drop-off and parking areas for each campus
- The firms shall perform an architectural and engineering site assessments of buildings 1001, 1002, 1003, 1004, 1005, 1006, 1007, and 1008 at Connolly Middle School to recommend renovation and/or rebuild based on the needs
- The firms shall perform an architectural and engineering site assessment of buildings 1001 and 1006 at Curry Elementary School to recommend renovation and/or rebuild based on the needs
- Existing Connolly Middle School and Curry Elementary School currently utilize the same SRP Electrical Service and Central Plant. After the renovation/rebuild, each campus shall be independent.

## SECTION I - SCOPE OF WORK

- The renovation/rebuild of Connolly Middle School shall serve 1,500 students
  - New square footage at Connolly Middle School to include:
    - Administrative area, an outdoor learning center, and a courtyard
    - Classrooms, cafeteria, stage, learning commons, science labs, makerspace labs, music, band, orchestra, and separate building for a care center
    - Main gym with locker rooms and two practice courts with an auxiliary gym that overlooks the fields
    - Sport fields which consists of regulation baseball, softball, lacrosse, soccer and outdoor basketball courts
- The renovation/rebuild of Curry Elementary School shall serve 600 students
  - New square footage at Curry Elementary School to include:
    - Administrative area, an outdoor learning center, and a courtyard
    - Classrooms, cafeteria, learning commons, makerspace labs, music, band and orchestra
    - Gymnasium with a stage
    - Fields to have play structures with outdoor basketball courts

The District plans to enter into a contract with a Construction Manager at Risk firm.

#### 4. **Scope of Work - Basic Services to be required**

- Site Selection Assistance
- Building Programming
- Preliminary Design
- Architectural Drawings and Specifications
- Bidding and/or Negotiations
- Construction Administration
- Furniture, Fixtures and Equipment Assistance
- Project Close-Out and Warranty Walk-Thru
- Annual Post Construction Review
- Civil Engineering
- Storm Water Management Plan
- Drainage Summary
- Fire Line Extension Plans
- Structural Design
- Landscaping Design
- Mechanical Design
- Plumbing Design
- Fire Protection Design
- Electrical Design
- Special Systems (Communication, Network Cabling, Data Infrastructures, Intercom; Security; Card Access; Video Surveillance; Atomic Clocks)
- Fire Alarm Design
- Food Service Consultant
- Transportation
- Environmental
- Geotechnical
- Special Structural Inspection
- Soils Report
- Survey
- Architectural Renderings, 3D modeling, & Fly Throughs

## SECTION I - SCOPE OF WORK

### 5. **Scope of Work - Additional Services** (as required)

- Acoustical Consultant
- Demographics Services
- Long-Term Planning
- Records Maintenance
- Street Light Design
- Record Drawings
- Master Planning
- Bond Planning Consulting
- Feasibility Studies
- Furniture, Fixtures, & Equipment Design

### 6. **Scope of Services**

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

- A. Preparation of complete contract documents and contract administration of entire length of the project including successful completion and acceptance by the Tempe Elementary School District.
- B. All work necessary for completion of all project shall be in accordance with applicable provisions of the State of Arizona Building Code (or other state building codes where work is being performed), latest edition, including all subsequent modifications and supplements and all requirements as specified by the Americans with Disabilities Act (ADA).
- C. Architect may be required to provide appropriate engineering consulting services (i.e. mechanical, electrical, plumbing, civil, landscape, etc.). However, the Tempe Elementary School District reserves the right to approve or disapprove any consultant to be utilized.
- D. Tempe Elementary School District has the right to select from a variety of construction procurement options including Design/Bid/Build, Construction Manager at Risk, Job Order Contracting, or Qualified Select Bidders List. The role of the architect and the scope of services required by the Tempe Elementary School District will be consistent no matter the procurement option selected.
- E. Under the Construction Manager at Risk option, the architect shall be responsible to perform pre-construction services with the selected General Contractor. Pre-construction services shall be a cooperative process that will include the sharing of programming notes, budget development, estimating, scheduling, constructability analysis, etc.
- F. In the event the Tempe Elementary School District elects to use an alternative delivery method for construction services, such as Construction Manager at Risk or Job Order Contracting, it is understood that the architect will assist and support the selected contractor in developing detailed cost estimates and performance schedules. If the Tempe Elementary School District chooses to use the traditional hard bid or qualified select bidder's list method, the architect will assume the cost estimating and performance schedule functions.
- G. **Conceptual Design**
  - arrange and attend project planning meetings weekly or as required by the District
  - attend public meetings with various focus or neighborhood groups to solicit public input. Incorporate public feedback into the design as directed
  - develop conceptual design studies
  - coordinate and reconcile conceptual studies with District's baseline project cost model
  - conduct preliminary engineering analysis: identification of development constraints; availability of utilities
  - design of storm water systems; other issues that may affect the development cost
  - prepare conceptual renderings of site and floor plans as well as building elevations
  - prepare presentation material for public meetings and Board meetings including a virtual tour of the project
  - coordinate conceptual design with other agencies as required
  - consideration, analysis and implementation of environmental design issues, factors and applications

## SECTION I - SCOPE OF WORK

- H. Architect shall be responsible to ensure that a Schematic Design Study and other documents are provided to the Tempe Elementary School District for approval. Architect shall prepare such documents and drawings which shall include individual floor plans, appropriate elevations and sections, mechanical concepts, a list of materials to be used, and other items relevant to the illustration of the scale in relationship to Project Components.
- I. Schematic Design
- attend bi-weekly meetings with District including updates
  - prepare schematic design documents based on approved conceptual design
  - coordinate and reconcile schematic design with District's baseline project cost model
  - coordinate and reconcile schematic design with District's QC/constructability review
  - provide alternate systems analysis
  - prepare presentation material for public meetings and Board meetings including a virtual tour of the project
- J. Architect is responsible for preparing a Statement of Probable Construction Costs based on current area, volume or other unit costs.
- K. Upon approval of schematic drawings by the Tempe Elementary School District, the Architect shall prepare design of preliminary documents consisting of preliminary drawings and specifications for approval by the Tempe Elementary School District. The Architect shall submit to the Tempe Elementary School District, a further statement of probable project cost and budget. The Architect will further assist the Tempe Elementary School District in submitting any documentation for code or agency approval as Plan of Development.
- L. Design Development
- attend bi-weekly meetings with District including updates
  - prepare design development documents based on approved schematic design
  - coordinate and reconcile design development with District's baseline project cost model
  - coordinate and reconcile design development with District's QC/constructability review
  - conduct a long-lead procurement study
  - prepare presentation material for public meetings and Board meetings including a virtual tour of the project
- M. Construction Document Development
- attend bi-weekly meetings with District including updates
  - prepare construction documents based on approved design development documents
  - coordinate and reconcile construction documents with District's baseline project cost model
  - coordinate and reconcile construction documents with District's QC/constructability review
  - submit construction documents to agencies having jurisdiction for approval
  - prepare presentation material for public meetings and Board meetings including a virtual tour of the project
- N. Construction Phase
- conduct shop drawing and product submittal review
  - attend weekly construction/project meetings
  - provide weekly field reports with periodic reviews by the engineers
  - coordinate with electrical engineer to complete a monthly site visit including a written report
  - attend monthly District project meetings
  - prepare presentation material for public meetings and Board meetings including a virtual tour of the project
  - assist District and contractor in planning and organizing the ground breaking and ribbon cutting ceremonies
  - prepare responses to RFI in a timely manner
  - review and comment on contractor change order proposals
  - review and approve contractor applications for payment
  - administer contractor close-out procedures
  - attend warranty meetings as required
  - perform site walk through with District staff and contractor at the 11<sup>th</sup> month and the 23<sup>rd</sup> month of the 2-year warranty period
- O. The Architectural firm shall be responsible for obtaining all necessary permits to conform to all city and state requirements. All permit fees will be considered a reimbursable expense (at cost) to the Architectural firm.

## SECTION I - SCOPE OF WORK

- P. It is Architect's affirmative obligation, as Owner's agent f sole purpose of doing so, to advise and consult with Owner and enforce Owner's rights under the Contract during the Construction Administration Phase. Owner shall have the right, but not the obligation, to issue instructions to the Contractor through Architect.
- Q. The Architectural firm shall be responsible for reviewing schedules; keeping the Tempe Elementary School District informed of the progress of the work and reviewing shop drawings and other required submittals; reviewing and approving materials, equipment, and tests; maintaining accounts of the work including the issuance of change orders at the direction of the Owner; reviewing and approving contractor's application for payment; providing on-site inspection and observation of the work on a consistent basis as needed; preparation of all close-out materials for submittal to the Tempe Elementary School District .; and providing warranty evaluation on a quarterly basis.
- R. The Architect shall conduct and/or attend meetings to discuss schematic, preliminary and working drawings, pre-construction conferences, weekly construction meetings with contractors and governing body meetings as required by the Tempe Elementary School District. The Architect shall provide the Tempe Elementary School District with meeting minutes as required by the Tempe Elementary School District.
- S. Upon completion of construction, Architect shall cause to be delivered to Owner a complete set of "as-built" drawings which shall include all architectural, structural, mechanical and electrical changes.
- T. Student Education/Project Participation
  - o The awarded architectural firm will work with the District and contractor to plan and provide instruction for science, technology, engineering and math (STEM) and project based learning (PBL) classes for students while the project is in design and construction phases (approximately 2-8 days per month). The curriculum may include student involvement in designing learning spaces, leading instructional classes, creating hands on activities for students, holding school assemblies, construction field days for the entire school, and walking the students through the new construction.

### 7. **MASTER AGREEMENT BETWEEN Tempe Elementary School District AND ARCHITECT**

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

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

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

### 8. **USE OF CONTRACT**

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

## SECTION II – EVALUATION PROCESS

### 1. EVALUATION OVERVIEW

#### A. RFQ Process

Tempe Elementary School District intends to award contract one (1) Architectural Firm.

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

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

When Tempe Elementary School District enters into the number of contract specified in the request for qualifications, the procurement ends.

#### B. Interviews

Interviews to be held on August 22, 2024

#### C. Final List

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

After the evaluation process, the selection committee will create a single final list with up to five (5) firms in accordance with AAC R7-2-1117(D)(3)(c), ARS 41-2579(C)(2)(b)(ii), and ARS 34- 604(C)(2)(b)(ii).

As described below in D, Tempe Elementary School District will negotiate with one (1) firm to award a Contract.

Tempe Elementary School District will notify the firms of their inclusion and ranking on the final list before negotiations. Additionally, Tempe Elementary School District will notify those firms that did not make the final list.

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

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

The fee schedule shall take into consideration the complexity of the work to be performed and the cost of projected construction.

Tempe Elementary School District shall enter into separate negotiation for contract with the number of the highest qualified firms on the final list equal to the number of contract to be awarded.

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

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



## SECTION II – EVALUATION PROCESS

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

### 2. PROPOSED SELECTION SCHEDULE

- |                                     |                   |
|-------------------------------------|-------------------|
| • Request for Qualifications issued | June 24, 2024     |
| • Pre Bid Offer Conference          | July 12, 2024     |
| • Questions Due                     | July 17, 2024     |
| • Due Date of SOQ Submittals        | July 26, 2024     |
| • Interviews (Tentative)            | August 22, 2024   |
| • Negotiations (Tentative)          | August 26, 2024   |
| • Board Approval Date (Tentative)   | September 4, 2024 |

## SECTION III – SUBMITTAL REQUIREMENTS

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

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

#### A. **Qualifications and Experience of Personnel - (350 points)**

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

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

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

#### C. **Experience and Expertise of Firm - (200 points)**

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

#### D. **Organizational Strength - (100 points)**

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

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

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFQ submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

### 1. **GENERAL**

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

## SECTION III – SUBMITTAL REQUIREMENTS

### 2. PROPOSAL SUBMITTAL

- A. Please submit one (1) original, four (4) hard copies and one (1) flash drive by the due date and time. Electronic submission **are not** allowed for this solicitation.

SOQ will be time stamped when received by the Purchasing Office. SOQ will be accepted up to but no later than the time indicated in the RFQ. SOQ received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. Tempe Elementary School District strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before the Submittal Due Date and Time to begin the uploading process and to finalize your submission.

- B. Tempe Elementary School District shall not assume responsibility for any costs related to the preparation or submission of the proposal.
- C. Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, Tempe Elementary School District will limit the total number of content pages to 30 (single sided using minimum 11- point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, required forms, insurance certificates, and tab pages. The tab pages will be used to reference each section and can be used for pictures or artwork. Tempe Elementary School District has attempted to streamline the amount of required information. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

## SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

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

### 1. BASIC COMPANY INFORMATION (Tab 1)

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

### 2. EXPERIENCE OF FIRM (Tab 2)

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

Information shall include:

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

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

- 2.3 Identify the number and types of project completed over the past three (3) years and provide what regions of the State these project were completed as follows:
  - Region 1 – Maricopa County, Pinal, Gila Counties
  - Region 2 – Pima, Santa Cruz Counties
  - Region 3 – Coconino, Yavapai Counties
  - Region 4 – La Paz, Yuma Counties
  - Region 5 – Graham, Greenlee, Cochise Counties
  - Region 6 – Mohave County
  - Region 7 – Navajo, Apache Counties
- 2.4 Provide a list of disciplines offered in-house by your firm.
- 2.5 Describe the overall management style of the firm in positively influencing both the design and construction phases of a project.

## SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

### 3. KEY PERSONNEL (Tab 3)

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

### 4. METHOD OF APPROACH (Tab 4)

- 4.1 Describe firm's approach and philosophy working on an active site with students and staff
- 4.2 Describe firm's approach to construction administration including dealing with questions, clarifications and problems in the field and the firm's ability to invest needed resources.
- 4.3 Describe firm's approach and philosophy on Design Bid Build and Alternative Project Delivery Method.
- 4.4 Describe firm's approach for a project to include the following:
  - 4.5.1 Schedule adherence
  - 4.5.2 Inspection
  - 4.5.3 Quality assurance
  - 4.5.4 Overall management and approach to cost savings
  - 4.5.5 Overall management of the construction phase

### 5. ORGANIZATIONAL STRENGTH (Tab 5)

- 5.1 Provide financial statements, audited (preferred), representing the past two (2) years where indicated on the OpenGov Procurement online portal. Provide Balance Sheets, the Statement of Income, and Retained Earnings. **Financial statements will be considered confidential.**
- 5.2 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful firm must provide a certificate that names the Tempe Elementary School Districts additional insured. Categories of insurance shall include 1) professional liability, 2) Errors and Omissions, 3) General Liability, 4) Workman's Compensation. Firms shall detail the dollar limits per each of the above categories. Tempe Elementary School District prefers a minimum of \$1,000,000 for General Liability and \$2,000,000 for Professional Liability and Errors and Omissions insurance.
- 5.3 Identify any past or pending litigation, or mediations.
- 5.4 Identify any judgments against your firm.
- 5.5 Identify any current unresolved claims.
- 5.6 Identify any filing under the U.S. Bankruptcy Code.

## SECTION IV – STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION

### 6. RESPONSIVENESS (Tab 6)

6.1 Required forms must be signed by an authorized person to bind a contract. Failure to submit properly complete forms may be considered non-compliant.

- Offeror's Proposal and Contract Acceptance Form
- 2CFR 200 Certifications Form
- Confidential/Proprietary Submittals Form
- Debarment Certification
- Geographical Locations Questionnaire
- Minority/Women Business Enterprises (MWBE) and Historically Underutilized Business (HUB) Form
- Non-Collusion Affidavit (must also be notarized)
- W-9 Form

### 7. MISCELLANEOUS (Tab 7)

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