

WILLCOX UNIFIED SCHOOL DISTRICT #13

REQUEST FOR QUALIFICATION (RFQ) NO. 10-2026-01 CONSTRUCTION MANAGER AT RISK SERVICES

Submittal Due Date and Time: August 18, 2026, at 2:00 P.M. Arizona Local

Time RFQ Opening Location: Willcox Unified School District #13
District Office
480 N Bisbee Ave
Willcox, AZ 85643

Questions In Writing Due: August 12, 2026, 8:00 A.M. AZ LOCAL TIME

A Pre-Proposal Conference will not be held.

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, the WILLCOX UNIFIED SCHOOL DISTRICT #13 is inviting sealed proposals for Construction Manager at Risk Services (CMAR). Statements of Qualifications (SOQ) for the materials or services specified will be received by the Willcox Unified School District #13 ("District"), at the above specified location, until the time and date cited. SOQ received by the correct time and date shall be opened and the name of each Offeror shall be publicly read and recorded. All other information contained in the SOQ shall remain confidential until award is made.

It is the responsibility of the offeror to ensure timely delivery of the proposal. Any proposal received after the proposal closing time will be returned unopened. Unsigned proposals will be considered unacceptable and will be rejected. The District will not be responsible for the pre-opening of, post-opening of, or a failure to open a proposal, which has not been properly addressed, delivered to the wrong address, or identified as a sealed bid.

The SOQ must be submitted in a sealed envelope/package with the RFQ number and Offeror's name and address clearly indicated on the envelope/package. Emailed or faxed responses will not be accepted. All SOQ must be written legibly in ink or typewritten. Additional instructions for preparing an SOQ are provided herein.

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

Calendar of Events

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|------------------------------------|--|
| 1. Post To Website | July 29, 2026 |
| 2. Last day for written questions | August 12, 2026, 8:00 a.m. AZ local time |
| 3. RFQ Due Date | August 18, 2026, 2:00 p.m. AZ local time |
| 4. Estimated Committee review date | August 25, 2026 |

	Willcox Unified School District #13	480 N Bisbee Ave Willcox, AZ 85643
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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 (A.R.S) is available at:

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

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C) Title 7 – Education / Chapter 2 – State Board of Education / Articles 10 & 11 – School District Procurement

https://apps.azsos.gov/public_services/CodeTOC.htm#ID7

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

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

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

District:

Willcox Unified School District #13

<https://www.wusd13.org/business-services>

1. Definition of Terms

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

- A. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **"Contract Amendment"** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **"Contractor"** means any person who has a contract with a school district.
- D. **"Days"** means calendar days and shall be computed pursuant to ARS § 1-243.
- E. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **"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.
- G. **"Offeror"** means a person submitting a proposal in response to a request for proposals.
- H. **"Procurement Officer"** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.
- I. **"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.
- J. **"Responsive Bidder or Offeror"** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.
- K. **"School District or District"** means Paradise Valley Unified School District and if applicable, any public entity or member of a consortium group as outlined herein.
- L. **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor that does not involve the delivery of a specific end product other than required reports and performance. Services does not include employment agreements or collective bargaining agreements.
- M. **"Shall"** denotes the imperative.
- N. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which the school district invites a person to participate in a procurement.
- O. **"Solicitation Amendment"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **"Statement of Qualifications (SOQ)"** means a response to a request for qualifications issued pursuant to R7-2-1101, R7-2-1106, R7-2-1108, or R7-2-1117, or unsolicited qualifications submitted pursuant to R7-2-1062 or R7-2-1122, and does not include an offer to contract with the school district.
- Q. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine**. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person**. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries**. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that

an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Submittal Preparation

- A. Forms: A response to a Request for Qualifications shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal 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 Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgment of the Solicitation Amendment may result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification Number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes as a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the firm, business, or person submitting this Proposal 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 Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

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|---|-------------------------------------|
| 1. Amendments | 5. Attachments |
| 2. Special Instructions, Terms and Conditions | 6. Exhibits |
| 3. Uniform General Terms and Conditions | 7. Uniform Instructions to Offerors |
| 4. Scope of Work / Specifications | |

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

4. Submission of Proposal

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. Electronically or facsimile submitted offers/proposals will not be accepted and shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by ARS §39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Proposal and Acceptance Form or other official contract form, the Offeror certifies that:
1. The response to this Request for Qualifications have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participation in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 4. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement.

5. Additional Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of ARS Titles 35 and 41 and A.A.C. R7-2-1104 and R7-2-1105, 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. Itemized billing will be needed by site, by building, by room, and list out all assets. Before project starts, the Contractor will be required to meet with the Business Office to get a detailed understanding of how the invoicing will need to be broken down by and be certified before payments can be issued.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Proposals or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Inception. A Proposal 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 Proposal is accepted in writing by the School District with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the School District signs the Proposal and Acceptance form or other official contract form unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Kristina Martin, Director of Business Services.

- A. Protest shall include:
 - 1. The name, addresses, and telephone number of the interested party;
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 5. The form of relief requested.
 - 6. The interested party shall supply promptly any other information requested by the district representative.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (ARS) 15-213, and its implementing rules, Arizona Administrative Code (AAC) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under ARS § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2004-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of ARS Titles 35 and 41 and A.A.C. R7-2-1104 and R7-2-1105, 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. Itemized billing will be needed by site, by building, by room, and list out all assets. Before project starts, the Contractor will be required to meet with the Business Office to get a detailed understanding of how the invoicing will need to be broken down by and be certified before payments can be issued.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract. The School District is not tax exempt.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. Contract Changes

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

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by ARS § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by ARS § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

6. Warranties

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

7. School District's Contractual Remedies

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

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per ARS § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Personal Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with ARS §15-213 (O) and AAC R7-2-1087 (G).
- C. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in AAC R7-2-1125 shall apply.
- F. Termination for Default.
 1. In addition to the rights reserved in the Uniform General Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in procuring materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

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9. **Contract Claims.** All Contract claims and controversies under this Contract shall be resolved according to AAC R7-2-1155 through R7-2-1159 and rules adopted thereunder.
10. **Gift Policy.** The District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.
11. **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.
12. **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.
- The District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. The District reserves the right to confirm compliance in accordance with the applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
13. **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. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District.
14. **Registered Sex Offender Restriction.** Pursuant to this Contract, the Contractor agrees by acceptance of this Contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District's discretion.
15. **Terrorism Country Divestments.** Per ARS § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
16. **Boycott of Israel.** Per ARS § 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel. *Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the District will take no action to enforce it. Compliance with this term and condition is not a mandatory part of the offer as long as the injunction remains in effect.*
17. **Affordable Care Act.** Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.
18. **Clarification.** Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal. It is achieved by explanation or substantiation, either in response to an inquiry from the district or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its submittal, except to the extent that correction of apparent clerical mistakes results in a revision.
19. **Federal Funds/EDGAR.** When procuring goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

1. AUTHORITY

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

2. INQUIRIES

All questions related to this solicitation shall be in writing. ***Direct all inquiries to Kevin Davis, Superintendent/Business Manager, via email at kevin.davis@wusd13.org no later than August 12, 2026, at 8:00 A.M. Arizona local time.*** Any correspondence related to this solicitation shall refer to the appropriate solicitation number, page, and paragraph number. All questions received by the date due will be answered in an Amendment format. The Amendment will be posted on the District – Business Services website:
<https://www.wusd13.org/business-services>

3. TIME STAMP

All RFQ submittals will be time stamped when received. They will be accepted up to but no later than the time indicated in the RFQ. Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail, whether sent by mail or by means of personal delivery. The Offeror assumes responsibility for having the RFQ deposited on time at the place specified.

4. MODIFICATION

The District will not be responsible for any vendor adjusting their Statement of Qualification (“SOQ”) package based on oral instructions by any member of the District staff or by contracted consultants or agents. This RFQ will be modified by issuance of a solicitation amendment by the Purchasing Department.

5. FORM OF CONTRACT

This Request for Qualifications (“RFQ”) document, firm's SOQ/response, and the formal District Contract and General Conditions between Owner and Construction Manager at Risk will become the controlling contract documents for this procurement. The District Contract and General Conditions document will be shared with the short-listed firms prior to final award selection.

6. TERM OF CONTRACT

The intended term of the contract shall commence immediately upon the approval and execution of the Construction Manager at Risk Contract by both parties and the issuance of a Purchase Order. The contract award shall continue for a period of one (1) year thereafter, unless terminated, canceled, or extended to complete the project for a total of five (5) years.

7. AWARD

The District shall award a contract for construction-manager-at-risk as defined in A.A.C. R7-2-1110. If a contract for construction services is entered into pursuant to A.A.C. R7-2-1110, construction shall not commence until the school district and contractor agree in writing on either a fixed price that the District will pay for the construction or a guaranteed maximum price for the construction to be commenced.

8. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the District requires a Proposal in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date

9. LATE SUBMITTAL

The SOQ will be date and time stamped when received. The SOQ package will be accepted up to but no later than the time indicated in the RFQ document. The Vendor assumes the risk of any delay in the U.S. Mail or any other delivery method. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having his SOQ deposited on time at the place specified. SOQ package received after the time stated in the RFQ will not be considered and will remain unopened. District will promptly send written notice of late receipt to the Vendor. The District may discard the document 30 days after the date on the notice unless the vendor requests the document be returned at their own expense.

10. PERFORMANCE AND PAYMENT BOND

This solicitation is for a construction project that is expected to exceed \$100,000. The following bonds or security is required and is binding on the parties to the awarded contract pursuant to ARS § 34-222:

A performance bond in an amount equal to the full contract amount conditioned on the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the District.

A payment bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the contractor or his subcontractors in the prosecution of the work provided for in the awarded contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court. Bonds are to be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Arizona.

The required bonds must be payable to the Willcox Unified School District #13 and be in the possession of the District within ten (10) calendar days after receipt of purchase order or other notice of award. Personal surety bonds are not accepted. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all rights to recover as provided by law.

11. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

12. CONTRACTOR LICENSE LAW

Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder.

13. CONTRACTOR'S LICENSE

A vendor that offers to undertake, or purports to have the capacity to undertake, supervises others to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation, or to do any part thereof, including the erection of scaffolding or any other structure or work in connection with a construction; to connect such structures or improvements to utility service lines and metering devices and sewer lines; to provide mechanical or structural service for a structure or improvements, shall have all necessary Arizona State license and posted bonds. Copies of licenses shall be submitted by the vendor with this contract; the vendor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of contractors.

14. FIRE PROTECTION

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

15. USE AND OCCUPANCY

The Owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the Owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the Owner may have against the Contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.

16. BARRIERS

The Contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

17. CLEAN UP

The Contractor, at all times, shall keep the premises free from accumulation of waste materials, rubbish, or debris of every nature resulting from operations, and put site in a neat, orderly condition. Upon completion of the work, remove all waste materials, rubbish, and debris of every nature, from and about the Project, as well as tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the Contractor. Contractor will also be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

18. SITE INSPECTION

Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the Contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

19. INSURANCE

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

Willcox Unified School District #13 shall be named as an additional insured party in the Certificate of Insurance that includes the following:

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

The District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.

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

OBJECTIVE

The objective of this Request for Qualifications (RFQ) is to develop a contract with a qualified firm to provide Construction Manager at Risk (CMAR) services for design support, preconstruction, and construction support for Willcox Unified School District #30.

Initial contract period shall be from Date of Award through one twelve month period (Example July 1, 2022 – June 30, 2023) with an option to renew for up to four (4) years on a year-to-year basis or portion thereof. Annual renewals thereafter will be based solely on the determination of the School District as to the performance, costs and general quality of services provided by the successful vendor(s) selected.

This may or may not be a multiple award. The District reserves the right to award as many term contracts to be in the best interest of the District. The award will be limited to the least number of Bidders that the District determines is necessary to meet its needs.

This Construction Manager at Risk (CMAR) RFQ is in accordance with Arizona Administrative Code Title 7 Article 11 School District Procurement Part XIV Procurement of Construction R7-2-1100.

GENERAL INFORMATION – TYPES OF PROJECTS

The following project types are examples of the projects that will require Constructions Manager at Risk, but are not limited to:

- New stand-alone facilities such as a multi-purpose building.
- Tenement improvements and building renovations; typical remodel, interior/exterior painting, carpeting, flooring, gym floors, door hardware, building systems upgrades, repairs, alterations to facilities, code corrective work or upgrades, fire alarm systems, etc.

1. DESIGN SUPPORT/PRE-CONSTRUCTION SERVICES

The CM@Risk will provide the following pre-construction services that may include, but are not limited to:

- Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.
- Consult with the District and architect and/or engineer regarding site use and improvements, phasing of the various projects, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective.
- Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets and possible economies.
- The firm shall recommend to the District and architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.
- Prepare and periodically update a preliminary project schedule for the architect's and/or engineer's review and the District's approval. At a minimum, this schedule shall be updated on a monthly basis.

- The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, architect and/or engineer and CM@Risk. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
- During the preparation of the construction documents, the CM@Risk shall update and refine the cost estimate when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget, the CM shall make recommendations to the District and architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal for owner approval.

2. CONSTRUCTION SERVICES

Construction services may not commence until the District and the CM@Risk agree upon the terms of a GMP contract. If the District and the CM@Risk are unable to agree upon the terms of a GMP contract, the District will enter into price negotiations with the next ranked firm. The CM@Risk will provide the following construction services that may include, but are not limited to, the following:

- The CM@Risk will be responsible in assuring that subcontractors abide by all law, code, statute, insurance, bonding and license requirements
- Enter into "At Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the proposed.
- Schedule and conduct pre-construction meetings.
- Arrange for procurement of material and equipment.
- Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:
 - a. Regular job site meetings and minutes.
 - b. Maintain daily on-site project log and schedule report.
 - c. Oversee quality assurance testing and inspection programs.
 - d. Maintain master set of construction documents on site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
 - e. Maintain financial project status reports.
- Develop, update, and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Report schedule variances and prepare recovery plans.
- Coordinate special consultants and testing lab services contracted by owner as required.
- Provide construction program accounting and reporting to the District as required.
- Work with architect and/or engineer and District personnel on the project and submit pay request for approval, issue RFI's when necessary, and assist the owner and architect as required for the timely completion of the project.
- Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.
- Administer post building close-out and **two-year warranty** collection, start-up and transition to operation.
- Provide instruction/training necessary in the operation and care of equipment furnished to the persons employed by the District to operate, use, or maintain equipment.
- Provide all O & M manuals to the District.
- Provide a list of all assets by site, by building, and room number.

3. PROJECTED FUNDING SOURCES

- Projects will be bond funded.

1. **EVALUATION PROCESS OVERVIEW**

The District has elected to use the Construction Manager at Risk (“CM@Risk”) process for the selection of construction manager to perform pre-construction services and construction services per the Scope of Work. The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this document.

- A. The District **may** interview 2 to 3 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. At this point, each vendor’s score will be set to zero. Finalist will be sent the evaluation criteria and format for the interviews. If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by the School District Procurement Rules R2-7-1106.
- B. The District will then initiate negotiations with the highest ranked firm on the single final list in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top-rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short-listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.
- C. Pursuant to the School District Procurement Rules, construction services may not commence until the Willcox Unified School District #13 and the CM@Risk have reached an agreement upon the terms of a GMP contract which is awarded by the Governing Board. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

2. **PROPOSED SELECTION SCHEDULE**

- Request for Qualifications issued July 29, 2026
- Questions Due by August 12, 2026, by 8:00 AM AZ local time
- Due Date of SOQ Submittals August 18, 2026, by 2:00 PM AZ local time
- Interviews (Finalist) [If needed] August 26, 2026

SUBMISSION REQUIREMENTS

All interested and qualified Offerors are invited to submit a Statement of Qualifications ("SOQ") for consideration. Submission of an SOQ indicates that the offeror has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules, and amendment (as applicable) and agrees that all requirements of this RFQ have been satisfied.

Submit **one (1) original, (5) copies, and one (1) electronic copy on a flash drive.** The original should be marked "ORIGINAL" and the copies should be marked "COPY". All proposals and copies shall be submitted in a three (3) ring binder. **Financial Submittal – Note: Provide this information in a separate sealed envelope marked "FINANCIALS" and include this information in the Original Copy and the five Copies for a total of six of the submittal.**

The SOQ must be written legibly in ink or typewritten.

The SOQ must be signed by a legally authorized representative of the company.

The SOQ shall contain all of the information specified and shall be submitted in the format described in Section IV (Pages 20 – 23)

The SOQ must be complete in all respects as required herein. The SOQ may not be considered if it is conditional or incomplete.

Proposals should be divided by Tab sections according to items in the Section IV (Pages 20 – 23)

The Table of Contents of the proposal should include a clear and complete identification of the materials submitted by Tab section and page number.

All SOQ and materials submitted become the property of the District.

The District shall not assume responsibility for any costs related to the preparation or submission of the SOQ.

Do not include any fees, price, staff hours, or any other pricing information with SOQs.

The CM@Risk will be selected through a qualifications-based selection process. Firms interested in providing CM@Risk services for the renovation project outline herein shall submit an SOQ that addresses the following items and follows the format outlined below with **1,000** total points available.

TAB 1 – BASIC COMPANY INFORMATION (25 POINTS)

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

TAB 2 – QUALIFICATIONS AND EXPERIENCE OF PERSONNEL ASSIGNED (250 POINTS)

The overall qualifications and experience of key personnel assigned to perform construction services; The education and certification background of personnel shall be reviewed and tenure of the proposed personnel with submitting firm; The alternative delivery method skills of team shall be considered including estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities as the general contractor representative.

- 2.1 Provide an organizational chart of the proposed project team
- 2.2 Identify and present the proposed project team consisting of ALL key personnel and their roles as specifically assigned to this project from pre-construction phase through project warranty phase
- 2.3 Key personnel's specific experience with performing CM@Risk services including their knowledge in estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities, etc.
- 2.4 Number of years key personnel has been with submitting firm

Caution: The District fully expects the Contractor to follow through with the same personnel identified through this process. Any change to this assignment must be approved by the District.

TAB 3 – EXPERIENCE OF FIRM (375 POINTS)

The ability of the firm to demonstrate a level of competence in successfully completing similar CM@Risk educational based projects as defined within the project scope section; Referenced projects shall be considered under this category; Ability of firm to complete projects in accordance with contract requirements. The number of years in operation, and knowledge of Arizona construction market. Overall experience in working with neighboring CC&R's.

- 3.1 Provide statement detailing firm's knowledge of **Arizona** construction market.
- 3.2 Identify **three (3) most recent completed** representative examples of similar work (as it relates to the Scope of Work section on Pages (16-17) along with references for each example and include the items listed below. *Do not include any example of work for Willcox Unified School District #13 in this section.*
 - a) Description and location of each project
 - b) Identification of key contact and phone number
 - c) Construction services performed (brief)
 - d) Original guaranteed maximum price and final contract amount
 - e) Type of project delivery method used

TAB 4 – ORGANIZATIONAL AND FINANCIAL STRENGTH (175 POINTS)

The organizational and financial condition of the offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The ability of the firm to effectively absorb new projects in light of existing work load.

- 4.1 Provide a letter from bonding company indicating the ability to bond this project. The letter must include the firm's **maximum cumulative bonding limit**, the firm's **current bonding available capacity**, and the firm's **bonding single limit**.
- 4.2 Provide a fully completed Organizational Strength Questionnaire (pages 24 and 25)
- 4.3 Provide a certificate of insurance (or proof of liability) indicating firm's current insurance coverage

TAB 5 – METHOD OF APPROACH (150 POINTS)

The overall method of approach described by the offeror in how they would implement and execute a CM@Risk contract in the District based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction services, establishment of GMP, execution of work, and warranty support; Ability of firm to comply with anticipated schedule of activities related to this project; The sub-contractor selection plan will be considered; The content of that plan in addressing the desire of the District to ensure a reasonable balance of both qualifications and price competition in sub-contractor selection.

- 5.1 The approach firm takes in performing the project once the GMP is set to include the following at minimum:
 - a) Schedule adherence
 - b) Execution
 - c) Inspection
 - d) Quality assurance
 - e) Safety culture/plan
 - f) Change orders
 - g) Overall management and approach to cost savings

5.2 Describe the firm's subcontractor management plan to include the following:

- a) Selection of subcontractors using both qualifications and cost as a selection approach (the District requires that at least 3 to 5 sub-contractors shall be solicited for all work including self-performed work).

TAB 6 – RESPONSIVENESS (25 POINTS)

The ability of the firm to provide all information required at time of RFQ submittal.

- 6.1 Provide a summary statement on why proposed firm would be the best fit for the District to perform the CM@Risk project
- 6.2 Complete all requested forms and be careful to follow the format requested. Required forms must be signed by an authorized person of the firm to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.
 - 6.2.1 Completed Offer & Acceptance Form
 - 6.2.2 Completed Non-Collusion Affidavit
 - 6.2.3 Completed Vendor Conflict of Interest Form
 - 6.2.4 EDGAR Certifications
 - 6.2.5 Completed IRS W-9 Form
 - 6.2.6 Amendment Acknowledgement Forms (if applicable)

TAB 7 – MISCELLANEOUS

Provide any additional information that would add value to the projects listed in the Scope of Work section Page **16-17** that has not been identified elsewhere.

Complete the form below and return with your SOQ.

-
- 1 Within the past five years, has the vendor, any principal, owner, officer, major stockholder (as previously define), affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:

**For each Yes answer to questions listed in the section, provide additional information regarding the finding, including but not limited to cause, current status, resolution, etc.*

- (a) A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
-

- (b) A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
-

- (c) An unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? ☐ Yes ☐ No
-

- (d) An unresolved bond claims ☐ Yes ☐ No
-

- (e) A deficiency order issued against the firm by the Arizona Registrar of Contractors ☐ Yes ☐ No
-

- (f) Liquidated damages assessed by an owner for late completion of a project ☐ Yes ☐ No
-

- (g) An investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? ☐ Yes ☐ No
-

- (h) A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
-

- (i) A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? ☐ Yes ☐ No
-

- (j) A federal, state or local government suspension or debarment from the contracting process? ☐ Yes ☐ No
-

(k) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?

☐ Yes ☐ No

(l) A federal state or local determination of willful violation of any public works or labor law or regulation? ☐ Yes ☐ No

(m) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ☐ Yes ☐ No

(n) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

2 During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? ☐ Yes ☐ No

**If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.*

3 Have any bankruptcy proceedings, assignments for the benefit of creditors or other measures taken for the protection against creditors been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any of the aforementioned proceedings pending by or against the vendor or its affiliates, regardless of the date of filing? ☐ Yes ☐ No

4 Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract? ☐ Yes ☐ No

The undersigned personally and on behalf of the vendor identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that the District will rely upon the information contained herein and in any attached pages for purposes of evaluating vendor's responsibility for contract award and the District may, in its discretion, by means which it may choose, verify the truth and accuracy of any statements made herein.

Name of Business

Signature of Officer

Address

Printed Name of Officer

City, State, Zip

Title

The Undersigned hereby submits the Proposal and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Proposal.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

Name:

Federal Employer Identification No.

Phone:

Fax:

eMail:

Company Name

Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

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

- 1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
- 2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or ARS §§ 41-1461 through 1465.
- 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees, which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
- 5. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
- 6. In accordance with ARS § 35-393, the Offeror certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 7. In accordance with ARS § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
- 8. By submission of this Proposal, the Offeror acknowledges that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 9. By submission of this Proposal, the Offeror acknowledges that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

ACCEPTANCE

The Proposal is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Proposal as accepted by the Paradise Valley Unified School District.

This contract shall henceforth be referred to as **Contract No. 10-2026-01 Construction Manager at Risk**

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

Awarded this _____ day of _____ 20_____

Kevin Davis, Superintendent/Business Manager

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

Please sign and date:

AMENDMENT/ADDENDUM NO. 1 Acknowledgement

Signature

Date

AMENDMENT/ADDENDUM NO. 2 Acknowledgement

Signature

Date

AMENDMENT/ADDENDUM NO. 3 Acknowledgement

Signature

Date

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

Firm

Authorized Signature

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the District's solicitation, and having first been duly sworn, I hereby depose and state as follows:

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

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

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

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

All vendors interested in conducting business with Willcox Unified School District #13 (District) shall complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract resulting from this solicitation. All vendors shall comply with the conflict of interest rules as stated within the certification below and as prescribed by the State of Arizona.

If a vendor has a relationship with a District officer, employee, or a relative (spouse, child, child's child, parent, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse) of a District official or employee, the vendor shall disclose the information required below.

CERTIFICATION: I hereby attest:

☐ Vendor hereby declares that is has not and will not offer any personal gift or benefit (payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property not including food or beverage or expenses or sponsorships relating to a special event or function to which District officers or employees are invited) to any District officer or employee.

AND

☐ No District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor's company or is deriving personal financial gain from this contract.

OR

☐ District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor's company or is deriving personal financial gain from this contract as listed below:

Vendor Name	Vendor Phone Number and Email Address
Conflict of Interest Disclosure	
Name(s) of the District officer or employee and relative (if applicable) with whom there may be a potential conflict of interest.	
Relationship to District officer or employee	
Interest in vendor's company	
Other	

I certify that the information provided is true and correct to the best of my knowledge by my signature:

Vendor Authorized Representative Signature

Date

Printed Name

Title

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

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the School District expends federal funds, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when the School District expends federal funds, the School District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the School District believes, in its sole discretion that it is in the best interest of the School District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the School District as of the termination date if the contract is terminated for convenience of the School District. Any award under this procurement process is not exclusive and the School District reserves the right to purchase goods and services from other vendors when it is in the School District's best interest

(C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the School District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any- person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School District must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the School District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U. S. C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the School District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the School District resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains - the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the School District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the School District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for - a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the School District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the School District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

School District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C. F. R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor Agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: _____

Address: _____

City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Print or type.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name , if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
<i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-						
--	--	---	--	--	--	--	--	--

Date ►

Form **W-9** (Rev. 10-2018)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALLOWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE