KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 of MARICOPA COUNTY

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR PROPOSAL (RFQ) NUMBER: **K26-04-26**

MATERIAL AND/OR SERVICE: Qualified Select Bidders List – Mechanical Yard

RFQ DUE Thursday, April 30, 2026 **TIME:** 10:00 AM Arizona Time.

RFQ SUBMISSION WEBSITE: http://kyrene.bonfirehub.com/

RFQ MAILING ADDRESS: Kyrene Elementary School District No. 28
Purchasing Department
8700 South Kyrene Road
Tempe, Arizona 85284

*****The Kyrene School District will be utilizing an online procurement portal Bonfire for bid submissions. Please see page 28 for submission instructions. *****

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed proposals for the materials or services specified will be received by the Kyrene Elementary School District No. 28 of Maricopa County, at the above specified location, until the time and date cited.

Qualifications shall be submitted online, at the website indicated, on or prior to the exact time and date indicated above. Late Qualifications shall not be considered.

Qualifications must also be submitted in a sealed envelope with the Request for Qualifications number and the offeror's name and address clearly indicated on the envelope. All Qualifications must be completed in ink or typewritten. Additional instructions for preparing Request for Qualifications are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Contact:	Michelle Sorace	Phone Number:	(480) 541-1363
Title:	Assistant Director of Finance	Fax Number:	(480) 541-1837
Email:	msorace@kyrene.org	Date:	4/8/2026

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
https://azsbe.az.gov/rules

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

UNIFORM INSTRUCTIONS TO BIDDERS

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 Offer.

B. "*Contract"* means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. *"Contractor"* means any person who has a contract with the School District/public entity.

E. *"Days"* means calendar days unless otherwise specified.

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

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

H. *"Offer"* means bid, solicitation or quotation.

I. *"Offeror"* means a vendor who responds to a Solicitation.

J. *"Procurement Officer"* means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

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

L. *"Solicitation Amendment (or Addendum)"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

M. "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.

N. *"School District/Public Entity"* means the School District/public entity that executes the Contract.

2. Inquiries

A. Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid 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 Bidder 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 inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid 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. A Bidder may not rely on verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the bid.

G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-bid conference are not an amendment to the solicitation. 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. Bid Preparation

A. Forms. A bid 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 Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under A.A.C. 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 Bid.

D. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted on the Deviations and Exceptions page in which the Bidder 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 Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. Cost of Bid Preparation. The District will not reimburse any Bidder 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 Bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.

H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District/Public Entity will conclude that the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.

K. Disclosure. If the Firm, business, or person submitting this Bid 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 Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

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

1. Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Bidders;
8. Uniform Instructions to Bidders

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

4. Submission of Bid

A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.

B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.

C. Bid Amendment or Withdrawal. A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under A.A.C. R7-2-1028.

D. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to A.A.C. R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder 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 Bid 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 Bid; 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 Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

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

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

5. Additional Bid 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 will not be a factor when determining lowest bidder.

C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).

D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid 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 Bid acceptance, the number of days shall be ninety (90).

F. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel a solicitation.

6. Award

A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.

B. Contract Commencement. . A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Chief Financial Officer, Chris Herrmann.

A. Protest shall include:
   1. The name, addresses, and telephone number of the interested party
   2. The signature of the interested party or the interested party's representative;
   3. Identification of the purchasing agency and the Solicitation or Contract number;
   4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
   5. The form of relief requested.

B. The interested party shall supply promptly any other information requested by the district representative.

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 C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.

D. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213 and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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

2. Contract Administration and Operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

3. **Costs and Payments**

A. Payments. Payments shall comply with the requirements of A.R.S. §§ 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Bid and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

4. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations or 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 A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

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

5. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

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

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

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

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Personal Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

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

F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.

3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

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.

9. Contract Claims

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

10. Gift Policy

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

11. Integrity of Bid

By signing this bid, the bidder affirms that the bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Pubic Entity in connection with the submitted Bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

12. Offshore Performance

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

13. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. Terrorism Country Divestments

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

15. Fingerprint Clearance Cards

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

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

16. Clarifications

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

17. Confidential/Proprietary Information

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

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

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

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

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

FEDERAL FUNDING REQUIREMENTS

1. **Affordable Care Act:** The bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The bidder 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.

2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

3. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the bidder must disclose lobbying activities in connection with school nutrition program. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over $100,000)

4. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the bidder must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

5. **Certificate of Independent Price Determination:** The bidder admits that all prices in this bid 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 bidder or with any competitor certification regarding non-collusion.

6. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
    a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
    b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

8. **Contract Work Hours and Safety Standard Act:** The bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

10. **Energy Policy and Conservation Act:** The bidder shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)

11. **Equal Employment Opportunity:** The bidder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

12. **Record Keeping:** The books and records of the bidder pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

13. **Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The bidder must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the bidder receiving payments in excess of the bidder's actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

14. **Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

15. **E-Verify Requirement:** The bidder warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

16. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.

17. **Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.

18. **Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321

19. **Program Regulation (only applies to Food & Nutrition contracts):** Bidder shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Bidder will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Bidder shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). bidder's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

20. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of $2000):**

    a. **Copeland "Anti-Kickback" Act -** All contracts and sub grants in excess of $2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

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

21. **Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

22. **Rights to Inventions**: For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the bidder shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

SPECIAL TERMS AND CONDITIONS

PURPOSE: Pursuant to provisions of the School District Procurement Rules, the Kyrene School District intends to establish a contract for a Qualified Select Bidders List for Centennial Middle School – Central Plant and HVAC Systems.

AUTHORITY: This solicitation as well as any resultant contract is issued under the authority of the Assistant Director of Finance. No alteration on any resultant contract may be made without the express written approval of the Assistant Director of Finance 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.

MULTIPLE AWARD: Per A.A.C. R7-2-1024(B)(1)(i), the District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

CONTRACT TYPE: The Request for Qualifications (RFQ) between Owner and Qualified Select Bidders List will be utilized for this procurement and govern any resultant agreement awarded by the Governing Board.

QUESTIONS: All questions related to this Solicitation shall be in writing and directed to Michelle Sorace at *MSORACE@KYRENE.ORG* . Bidders shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

REQUEST FOR QUALIFICATIONS OPENING: Request for Qualifications shall be opened on the date and time designated on the cover page of this document, unless amended in writing by the District. All offers and any modifications and all other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the qualifications and evaluation documentation shall be open for public inspection.

TERM OF CONTRACT: The term of any resultant contract shall commence on the date of award and shall continue for one (1) year unless terminated, canceled or extended as otherwise provided herein.

BID BOND: A bid bond is not required for this RFQ Select Bidders List. One will be required for the second phase IFB.

FEDERAL IMMIGRATION AND NATIONALITY ACT: By submission of the offer, Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

EVALUATION AND AWARD BASIS:
Representatives of the District will evaluate the Qualifications

Per A.A.C. R7-2-1031, the Bids will be initially evaluated for conforming to the requirements of the RFQ. All those responsible and responsive bidders who met the technical requirements will then be evaluated for pricing and specification of products.

Evaluation criteria are listed below.

1. Firm Information, Capabilities and Qualifications (50 points)
2. Experience and Expertise of Firm (250 points)
3. Method of Approach (250)
4. Personnel (200 Points)
5. Consultants and Subcontractors (150 points)
6. Financial, Bonding and Insurance Information (100 Points)

Per A.A.C. R7-2-1031, representatives of the District will evaluate the RFQ.
Per A.A.C. R7-2-1031, the District shall evaluate all responses and award a contract to the most responsible Offerors.

All responses shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the Offer documents remain confidential in accordance with A.A.C R7-2-1006 and R7-2-1016.

ACKNOWLEDGEMENT OF AMENDMENTS: In accordance with a.a.c. r7-2-1024(b.1.k), bidder shall acknowledge receipt of all amendments by submitting a copy of the amendment with their bid response.

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

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

LOCAL REPRESENTATIVE: Bidder should have a LOCAL field representative available at all times during the contract period.

COMPETITIVE PROCUREMENT EXPERIENCE: To be considered for inclusion on the Qualified Select Bidders List, Offerors should demonstrate that they have been awarded at least one contract through a competitive solicitation process conducted by a public agency.

This may include contracts awarded through cooperative purchasing organizations (e.g., Mohave, 1GPA, State of Arizona, NASPO, OMNIA Partners, TIPS USA, Sourcewell) or other publicly solicited procurements of similar rigor.

Offerors shall provide a copy of the contract or notice of award and the associated solicitation.

Failure to provide sufficient documentation may result in the Offeror being deemed non-responsive. The District reserves the right to determine whether the prior procurement meets acceptable competitive procurement standards.

PROJECT: Kyrene Centennial Middle School – Central Plant & HVAC System

Project Budget Estimate: $6M - $7M

Project Overview:

The Contractor shall provide all labor, materials, equipment, supervision, and coordination necessary to complete mechanical, electrical, and plumbing (MEP) system upgrades at Kyrene Centennial Middle School. The project includes replacement of the existing central plant, modernization of campus HVAC systems, and associated infrastructure improvements to improve system reliability, efficiency, and maintainability while maintaining ongoing campus operations.

Major Scope Components:

1. Central Plant Replacement
   - Replace existing chiller plant with three new water-cooled chillers and 3 new cooling towers.
   - Install new primary and secondary chilled water pumps.
   - Integrate with existing boiler system (boilers to remain).
   - Demolish obsolete central plant equipment and associated systems.
   - Provide all required piping, valves, controls, and accessories for a complete and operational system.
   - Coordinate with the district's water treatment vendor for cooling tower treatment, startup, and ongoing system requirements.

2. Campus HVAC System Upgrades
   - Replace approximately:
     - 70 interior fan coil units (4-pipe systems).
     - 9 rooftop DX packaged units (with alternate option for chilled water AHUs).
     - Restroom HVAC systems with new roof-mounted fan coil units.
   - Install mini-split systems for IT rooms in pump areas.
   - Replace ductwork, diffusers, and return grilles across classrooms, admin areas, and common spaces.
   - Install fabric duct in gymnasium.
   - Replace exhaust fans (general and kitchen) and exterior fly fans.
   - Contractor shall coordinate with the district's structural engineer to verify all rooftop loading, supports, and attachment requirements for new piping and equipment.

3. Hydronic Distribution System
   - Remove existing piping systems as required to accommodate new work
   - Install new:
     - Above-ceiling chilled and heating water piping
     - Rooftop chilled and heating water piping systems
   - Provide insulation, weatherproofing, and UV protection for all exposed piping
   - Coordinate routing with existing structure and utilities
   - Contractor shall coordinate with the district's structural engineer to verify all rooftop loading, supports, and attachment requirements for new piping and equipment.
   - Demolish redundant pump systems and reconfigure distribution

4. Plumbing Improvements
- Replace water heaters with leak detection and alarm systems
- Install isolation valves throughout domestic water systems
- Provide central shutoff and improved control of water distribution

5. Electrical System Upgrades
- Replace:
  - Electrical service entrance section (SES).
  - Switchboards and panelboards in electrical yard.
- Provide new power distribution to central plant equipment.
- Upgrade lighting controls with occupancy sensors in corridors.
- Coordinate with serving utility for service upgrades.

6. Controls & System Integration
- Coordinate with district direct controls vendor on new building automation system (BAS) sequences and control points.
- Relocate and consolidate control panels and fire alarm interfaces at equipment level.
- Integrate all new mechanical systems into centralized controls platform.

7. Demolition & Site Work
- Demolition of:
  - Existing central plant and associated systems.
  - Obsolete piping, pumps, and rooftop equipment.
- Removal of canopy fire protection systems at central plant.
- Coordination with architectural, civil, and structural improvements by others.

8. Project Delivery Requirements
- Phased design and construction include:
  - District to pre-purchase packages for long-lead equipment (e.g., chillers, electrical gear)
- Construction duration anticipated at approximately 3 months
- Provide coordination across trades (mechanical, electrical, plumbing)
- Coordinate with District-retained vendors including controls, water treatment, and structural engineering consultants.
- Maintain campus operations during construction
- Deliver a complete, operational, and integrated system meeting current codes and district standards
- Coordination with Owner, utility providers, and separate consultants

OVERVIEW AND TIMELINE

After receipt of Request for Qualifications (RFQ); a selection committee will read, review and evaluate each statement of qualifications (SOQ) and performance data submitted in response for qualifications according to the criteria set forth in the RFQ. The selection committee will have five members as follows:

- District Administrators (3)
- Licensed General Contractor – Senior Management
- Registered Architect/Engineer

The Selection Committee will review all RFQ submitted and identify responses that are reasonably susceptible of being selected as one of the finalists of the Select Bidders List. Finalists may be invited to participate in interviews/discussions by the evaluation committee. All information and qualification submittals by the prospective proposers will be made available for public inspection following the establishment of the Select Bidders List.

SELECTION SCHEDULE FOR PHASE ONE

RFQ Due Date:	Thursday, April 30, 2026 at 10:00am
Evaluation of Qualifications:	May 1, 2026
Governing Board Approval of Selected Contractors	May 12, 2026

QUALIFIED SELECT BIDDERS LIST

This qualified select bid method of procurement was prepared using Arizona Administrative Code, Article 10. School District Procurement Rules, Sub-section R7-2-1110, Qualified Select Bidders List.

Qualified select bidders list is a two-phase process:

Phase One:

- Kyrene School District issues Request For Qualifications
- Contractors submit formal sealed qualifications by the due date and time
- Selection of qualified contractors by evaluation committee, using the weighting of the evaluation criteria in the RFQ
- If desired, the District will conduct interviews as part of the evaluation process. (if requested you will be notified)
- Compilation of qualified select bidders list of a minimum of three and a maximum of five contractors
- One-year eligibility period for the qualified select bidders list, may be extended one year at the option of the District
- The Qualified Select Bidders shall then be provided an Invitation for Bid for the project(s) identified in the RFQ

IFB SELECTION SCHEDULE FOR PHASE TWO

IFB Released	**May 13, 2026**
IFB MANDATORY Pre-Bid Meeting:	**TBD**
IFB Due Date:	**June 3, 2026 at 10:00 AM**
Governing Board Approval:	**June 23, 2026**
Project Start:	**Upon Award**
Substantial Completion (Tempered Air to School):	**July 7, 2027**
Final Completion:	**July 16, 2027**

Phase Two:

- Competitive sealed bid process involving qualified select bidders in accordance with school district procurement rules sub-sections R7-2-1021 through R7-2-1032.
- Award of each bid project individually to the lowest responsible and responsive contractor

All designs and specifications have been completed by an independent engineering firm and will be distributed to the successful contractors to use in the bidding phase (Phase Two) of each project.

Statement of Qualifications / Evaluation Criteria General

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

b. RFQ must be submitted in the format described in this Section. Offers are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

c. The RFQ must be complete in all respects as required in this Section. An offer may not be considered if it is conditional or incomplete.

d. All RFQ and materials submitted become the property of the District.

Qualifications Format

a. **All proposals must be submitted before the due date and time on the District's e-Procurement Portal, KYRENE.bonfirehub.com. Instructions can be found on page 28**

b. The District will not assume responsibility for any costs related to the preparation or submission of the RFQ.

A hardcopy should also be mailed to the District:

Kyrene Elementary School District
Purchasing Department – Michelle Sorace
8700 S Kyrene Rd, Tempe, AZ 85284

***Hardcopy is not required to be received before the due date and time but should be received in a timely manner (1 to 2 weeks).**

The Select Bidders List will be selected through a qualifications-based selection process. Firms interested in providing Construction Services must submit a Statement of Qualifications (SOQ) that addresses the following items:

The Select Bidders List will be selected through a qualifications-based selection process. Firms interested in providing Construction Services must submit a Statement of Qualifications (SOQ) that addresses the following items:

1000 points available

1: Firm Information, Capabilities and Qualifications (50 points)

1.1 Name of firm, Year Founded
1.2 Address of principal's office
1.3 Primary Individual to Contact
1.4 Phone/Fax
1.5 Email Address
1.6 Number of years in business and number of years operating within the Phoenix metro area
1.7 Form of Business Organization (Corporations, Partnership, Individual, Joint Venture, other)
1.8 Provide an organization chart showing key personnel.
1.9 List the Arizona professional and contractor licenses held by the firm or key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.

2: Experience and Expertise of Firm (250)

2.1 Provide a statement of your experience providing construction services. Include five most recent projects of similar size and scope.
- 2.1.1 For each project listed, provide the following:
  1. Original contract amount
  2. Final contract amount
  3. Number of change orders
  4. Total value of change orders
  5. Original substantial completion date and Actual substantial completion date
- 2.1.2 At least one of the projects listed above must have been performed under a contract awarded through a competitive public procurement process, as described in the Special Terms and Conditions. Clearly identify this project and the issuing agency (pg17).

2.2 Provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers and clients, and the contractor.

2.3 Provide a description of your experience working on education-based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.

2.4 Provide a statement of your history for submitting claims. Provide specific information, i.e., type of claim, date, reason, amount, and outcome, indicating the number of claims filed during the past three years.

2.5 Provide your experience in offering architectural, mechanical, and civil design services in conjunction with performing the construction of the same project. Detail if in-house staff or subcontractors have provided these design services

3: Method of Approach (250)

3.1 Provide a statement of your plan for performing and managing the work if selected as a Qualified Select Bidders List.

3.2 What personnel will be used?

3.3 What specific software program does your firm use in developing job estimates? Provide a sample of a typical job estimated using your software program.

3.4 What limitations will you have geographically or in the number of simultaneous contracts?

3.5 How do you set goals and monitor the performance of your company?

3.6 How do you inspect the work to ensure quality?

3.7 How do you stay on schedule?

3.8 What is your complaint and dispute resolution procedure?

4: Personnel (200)

4.1 Provide information about the firm's personnel resources (average size of work force, position classifications, experience, training, location of personnel)

4.2 Include information about support staff (office workers, etc.)

4.3 Detailed information and resumes should be provided for key personnel who will be assigned to support this program (general management, project management, estimator, engineer, construction superintendent, etc.)

4.4 Describe your plan for personnel recruitment, particularly during periods of booming construction.

4.5 Identify the primary contact person who will represent the firm and interface with the District facility operations.

4.6 What assurance may you provide to the District that you will not use any temporary labor to complete this project?

5: Consultants and Subcontractors (150)

5.1 Provide the names and locations of design consultants and skilled-trade subcontractors you plan to use.
5.2 List or describe the services to be provided by each.
5.3 Describe your plan for recruiting consultants and subcontractors, particularly in the local communities where work will be performed.
5.4 Provide a statement of your subcontractors' experience providing the services
5.5 Provide a plan for how your firm will select and qualify subcontractors for any work that may be awarded through the Invitation for Bid process.

6: Financial, Bonding and Insurance Information (100)

6.1 Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.
6.2 Provide a letter from your bonding company indicating the ability to bond job orders under the contract, your maximum cumulative bonding limit, and your current bonding available capacity
6.3 Provide a certificate of insurance indicating that your firm possesses proper insurance coverage. A sample certificate may be provided. However, before any orders are processed, the successful contractor must provide a certificate that names the District as the certificate holder
6.4 List any judgment of liens against the firm within the last three years
6.5 List any current unresolved bond claims against the firm
6.6 List any deficiency orders issued against the firm by the Arizona Registrar of Contractors with the last three years
6.7 List any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for the protection against creditors during the last three years
6.8 Please provide a 3-year safety history including workmen’s compensation insurance modification rate, note number of OSHA recordable cases, lost workdays, restricted workdays and fatalities in last 3 years. Estimate the approximate number of employee’s hours worked by your firm in these 3 years
6.9 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

7: <u>Supplemental Forms must be submitted:</u>

1.1 Signed Addendum Acknowledgement (if any have been issued)

1.2 Offer & Acceptance Page (Page 25)

1.3 Confidential / Proprietary Submittals (Page 26)

1.4 References (page 27)
*Offeror shall provide a minimum of three (3) references for projects that are similar in scope and size to this project. References must correspond directly to the projects identified in Section 2.1.

*At least one reference must correspond to the project identified as meeting the Competitive Procurement Experience requirement.

OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits an Offer 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 Bid.

Arizona Transaction (Sales) Privilege Tax License No.: _____

Federal Employer Identification No._____

Tax Rate: _____%

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this Offer, contact

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

_____
Signature of Person Authorized to Sign Offer

_____
Printed Name

_____
Title

CERTIFICATION

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In Accordance with A.R.S. § 35-393, the bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted**.**
8. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Bid, 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 Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. K26-05-26 QSBL - Mechanical Yard. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

Awarded this_____ day of_____2026_____

_____
Authorized Signature of School District Official

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this bid.

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered. A complete copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: _____ Printed Name & Title: _____

Date: _____ Authorized Signature: _____

REFERENCES

Offeror shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

Project Name (must match Section 2.1): _____

Firm/Public Entity: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____

Email Address: _____

Project Name (must match Section 2.1): _____

Firm/Public Entity: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____

Email Address: _____

Project Name (must match Section 2.1): _____

Firm/Public Entity: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____

Email Address: _____

(*Optional Reference)* Project Name: _____

Firm/Public Entity: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____

Email Address: _____

BONFIRE SUBMISSION INSTRUCTIONS

Kyrene School District utilizes an online public portal known as BONFIRE to accept electronic copies of proposals. Please be advised that in addition to the requested electronic submission through BONFIRE, an original (paper format) proposal is to be mailed to the address listed on the cover of this document. Both hardcopy and electronic proposals must be identical and contain the same documentation, unless otherwise indicated herein.

****The electronic submission MUST be received before the due date and time.** The original (hardcopy) proposal should be mailed as soon as possible, within 1 to 2 weeks.

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission or visit the help forum at https://kyrene.bonfirehub.com/

Please follow these instructions to submit via the BONFIRE public portal.

1. Prepare your submission materials:

Requested Information

- Note the type and number of files allowed. The maximum upload file size is 100 MB.

-Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: https://kyrene.bonfirehub.com/portal

-Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

April 30, 2026 at 10:00 AM (ARIZONA TIME)

-We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

o Each item of Requested Information/Document will only be visible after the Closing Time.

o Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

o You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

o Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

HARD COPY OF PROPOSAL

Company Name: Representative Name:
Address:
City, State, Zip:

RFP # **K26-04-26 Qualified Select Bidders List – Mechanical Yard**

Kyrene School District #28
Attn: **Michelle Sorace, Purchasing**
8700 S Kyrene Rd,
Tempe, AZ 85284

(Remember: Hard copies do not need to be received before the due date and time, but should be received in a timely manner (1 to 2 weeks)