



PURCHASING/WAREHOUSE DEPARTMENT

Katherine Mendoza

Purchasing/Warehouse Manager

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March 8, 2023

Amphitheater Public Schools Request for Qualifications (RFQ) 4212023 Job Order Contracting (JOC) for General Contractors

You are invited to bid on **RFQ 3312023 Job Order Contracting (JOC) for General Contractors for Amphitheater Public Schools (the District)**. Contractors responding to this solicitation must be licensed in the proper category to perform the specifications requested in this RFQ. Sealed bids will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 **up to and before 2:00 P.M. local time on Friday, April 21, 2023.**

*****No verbal, telephoned, e-mailed, or faxed submittals will be accepted.*****

Envelopes containing the submittals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **“RFQ 4212023 Job Order Contracting (JOC) for General Contractors”**.

This solicitation document must be obtained from the website: www.azpurchasing.org. Please contact Katherine Mendoza at kmendoza@amphi.com if you have any problem obtaining this solicitation. This request for bid/proposal document originated on the www.AZPurchasing.org website. If you obtain this document from any other source, such as a third-party bid outsourcing firm, we strongly recommend you register free at <http://www.azpurchasing.org/vendorform> as soon as possible. Open the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you make the proper designation when registering as a bidder at www.AZPurchasing.org. Failure to adhere to this recommendation to register at www.azpurchasing.org could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may not be available to you for your completion.

Sealed submittals shall contain one (1) hard copy labeled “ORIGINAL” and four (4) hard copies labeled “COPY”. Also, included in the envelope shall be a completed W-9 form and an electronic copy of the submittal on either a CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after award of contract for this solicitation.)

The District is not responsible for submittals delivered or received late. Any proposals received after the scheduled closing time will be returned unopened.

NOTE: Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at kmendoza@amphi.com and submitted no later than end of day Monday, April 10, 2023. An amendment with answers to all questions received by this date will be published on Wednesday, April 12, 2023 at the following website www.AZPurchasing.org. Any amendments to this solicitation shall be acknowledged by signing next to the appropriate amendment on page eight.

GENERAL INFORMATION

The *Arizona Administrative Code Title 7 Chapter 2 Section R7-2-1117* provides for the procurement of specified professional services which includes architectural and engineering services. Four contracts will be awarded based on each type of service listed in the Scope of Services: Job Ordering Contracting (JOC) for General Contractor Services.

These contracts will be awarded for as needed/as required services to the firm(s) with the highest score for each type of service and will be for one base year and include four one-year renewal options.

BACKGROUND INFORMATION

Amphitheater Public Schools District is located in Tucson, Arizona. Further information about the District is located on the District website: <http://www.amphi.com/>.

SCOPE OF SERVICES

The Amphitheater Public Schools is seeking qualified General Commercial Contractors (GCC) (Arizona State registrar of Contractors B-01 or B-02 License) to perform miscellaneous contract and repair services, including limited pre construction design services (i.e. professional services), for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to school district buildings and facilities utilizing Job Order Contracting (JOC) project delivery method. The scope of work for each project cannot be precisely defined at this time, but the range of services Contractor may be responsible for include, but is not limited to site grading and paving, landscaping and irrigation, carpentry, drywall, painting, plumbing, roofing, electrical, masonry or concrete work, glazing, tile setting, insulation, HVAC/refrigeration, etc. The maximum job value will not exceed \$150,000.

It is expected that the district will be establishing a pre-qual list of minimum of one (1) and no more than five (5) general contractors.

The decision to award multiple contracts, award a single contract, or make no award rests solely with the district. A multiple award shall be made only if the District Representative determines in writing, prior to making an award that a multiple award is necessary and is advantageous to the district. This District may authorize the individual job order limited up to the statutory limit per individual project order or a higher or lower amount prescribed by the governing board.

Because any work under this contract will be on a Job Order basis, exact project details are not available. General information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided prior to usage of the awarded contract.

Scope of Work

Design Services, the scope of work will vary with each Job Order, minor design services may be required for some job orders, however if needed, and will be designed through registered Architects and engineers under separate contract.

A. Construction Services by the JOC Contractor may include, but are not limited to:

- Provide construction and repair services for various projects, including required labor (including tenant improvement, and additions: including site work, installation of water, sewer, or other painting, plumbing, roofing, electrical, masonry or concrete work, glazing, tile setting, insulation, HVAC/refrigeration, etc.
- Assist with scoping and constructability issues.
- Provide detail cost estimating and knowledge of marketplace conditions.
- Coordinate with Amphitheater Public Schools and other agencies including utility companies, etc.
- Schedule and manage site operations
- Bid, award, and manage all subcontracts while meeting with Amphitheater Public Schools project requirements and standards.
- Provide quality controls.
- Address all federal, state, city and county permitting requirements and assist in the permitting processes.
- Maintain a safe and clean work site for all project participants, Amphitheater Public Schools staff and public.
- Co-ordinate removal of Hazardous Materials with Amphitheater Public Schools
- For any project that exceeds \$100,000.00, the contractor must submit a 100% performance and payment bond and power of attorney.

REQUIREMENTS AND TIMELINE

Firms interested in this contract should submit a Statement of Qualifications (SOQ) that includes a one page cover letter plus resumes and organizational chart. Resumes for each key team member shall be limited to a maximum length of one page and should be attached as an appendix to the SOQ. Please provide an original plus four copies (total of five) of the Statement of Qualifications package.

Solicitations should provide straight forward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications, and terms and conditions as well as the completeness and clarity of the submittal content.

The Amphitheater Public School will not assume responsibility for any costs related to the preparation or submission of the qualifications. In order for your submission to be considered, the following should be included along with the Statement of Qualifications.

1. Acknowledgement and Acceptance of Terms and Conditions of Solicitation
2. Request for Confidentiality of Proprietary information, if needed
3. Offer and Acceptance Form
4. Non-collusion Affidavit
5. Certificate of Insurance
6. Copy of valid and applicable Arizona Commercial Contractors License

7. The form of contract for any award made as a result of the solicitation will be district purchase order, referencing this bid, which shall be considered a part of the contract.

INSURANCE REQUIREMENTS

The successful Provider shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is \$2,000,000.00, (District shall be listed/named as additional insured). Evidence of Workers' Compensation coverage is also required from the successful Provider.

EVALUATION PROCESS AND CRITERIA

A contract for each type of service shall be awarded on the basis of the successful Firm's demonstrated competence and qualifications in providing the type of services per the Scope of Services listed in this solicitation document. The District shall negotiate with the highest qualified Firm for each type of service. If a contract cannot be negotiated with the highest qualified Firm, the District shall negotiate with the next highest qualified Firm.

At the opening only the names of the responding Firms will be read. The statements of qualifications and performance data shall be open to public inspection after the contracts are awarded and executed by the District.

The District's Selection Committee will convene an evaluation meeting to review and come to a consensus score for each criterion of the evaluation criteria listed on page five to determine those Firms deemed most qualified and susceptible for an award to provide the services required in this solicitation document. The District's Selection Committee will make its determination of the most qualified Firms based on the following criteria in order of importance and the data requested in this solicitation document.

- (1) Experience and qualifications of the Firm to include recent examples of work similar to the specific Scope of Services required in this solicitation document. **(50 POINTS)**
- (2) Demonstrated record of performance in "value" engineering or creativity in design. Ability to respond to sites for quality control within one hour and as needed to support ASI/RFI inquiries from the field. **(20 POINTS)**
- (3) Firm and staff information (including resumes). **(25 POINTS)**
- (4) Responsiveness in meeting the requirements of this RFQ. **(5 POINTS)**
 - Complete all required forms
 - Provide requested information
 - Provide an electronic copy of submittal

AWARD INFORMATION

The award of contract is tentatively scheduled for Governing Board approval on May 9, 2023.

DISCUSSIONS/PRESENTATIONS/INTERVIEWS

The District may conduct discussions/presentations/interviews with responsive Providers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. If a contract cannot be executed in a timely manner with the highest qualified Provider(s), the District may negotiate with the next highest qualified Provider(s).

SUBMITTAL INFORMATION

All submittals shall be delivered at the time and to the place stated on page one of this document.

Late submittals will not be accepted.

It is the responsibility of the Firm to insure that the required materials are delivered as specified. All information included within the required materials, except the signature, should be typewritten for legibility. Illegible or vague qualification statements may be rejected. **(NOTE: If the submittal is not properly signed, it will be considered non-responsive.)** Only the signature of an officer or designated representative of the Firm will be accepted as valid. The signature must be the actual signature of that person and must be done in ink. A second party initialed signature will not be valid.

The submission of required documents will indicate that the Firm understands the requirements and will provide the specific services proposed. The District reserves the right to reject any or all submittals and waive any minor informality in a submittal. The District also reserves the right to cancel the entire solicitation or increase, decrease or eliminate any item of the submittal prior to the award or the issuing of purchase orders to the Provider. The District shall, in the exercise of its discretion, be the sole judge in determining the quality of the submittals. The District's decision shall be final and costs of submittals will not be paid for by the District.

PUBLIC INFORMATION REQUESTS AND CONFIDENTIAL INFORMATION

After contract award, the submittals shall be open for public inspection except to the extent the Offeror designates, and the District concurs, that trade secrets or other proprietary data (i.e. technical designs/information and key employees' information) remain confidential. If the Offeror designates a portion of its submittal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award(s) may be made to all firms/persons submitting proposals.

CONTRACT AND CONTRACT TERM

The awarded contract will be for fiscal year 2023-2024 beginning June 1, 2023 and ending June 30, 2024 with the option to renew for up to four (4) additional one (1) year fiscal year periods.

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (NOTE: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

PRICE ADJUSTMENT

The District may review a fully documented request for a price increase only after the contract has been in effect for the initial base year of the contract. A price increase adjustment shall only be considered at

the time of a contract extension and shall be a factor in the extension review process. The Vendor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Vendor may offer the District a price reduction at any time during the contract period.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the District.

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Provider/Contractor's Final Bid/Proposal Submission, Provider/Contractor Agreement/Executed Contract.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Provider 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the Provider under the awarded contract shall become the property of and be delivered to the District. The Provider 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.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Provider's/Contractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

WARRANTY INFORMATION

The awarded Vendor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Vendor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Vendor.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Provider agrees by acceptance of this order that no employee of the Provider or a subcontractor of the Provider, 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 Provider further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

PROPOSAL PROTESTS

Any formal protest of a proposal must be filed with Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705, phone number (520) 696-5128. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award.

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OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____
Please Print

AUTHORIZED SIGNATURE: _____

DATE: _____

ACKNOWLEDGMENT OF AMENDMENT ONE: _____

Contractor/Provider Fingerprint Language**If likelihood of unsupervised contact is unknown:**

CONTRACTOR/PROVIDER shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S/PROVIDER'S employee(s), and for subcontractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR/PROVIDER or its employee(s), or subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or subcontractor employee fingerprinting, CONTRACTOR/PROVIDER, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR/PROVIDER will require the employee to wear at all times that the employee is on District property. CONTRACTOR/PROVIDER shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

If unsupervised contact is already determined as likely to occur:

CONTRACTOR/PROVIDER shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S/PROVIDER'S employee(s), and for subcontractors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or subcontractor employee fingerprinting, CONTRACTOR/PROVIDER, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR/PROVIDER will require the employee to wear at all times that the employee is on District property. CONTRACTOR/PROVIDER shall inform the District of those employees and Subcontractors and Subcontractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

CONTRACTOR/PROVIDER hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR'S/PROVIDER'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). CONTRACTOR/PROVIDER shall further ensure that each subcontractor who performs any work for CONTRACTOR/PROVIDER under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of CONTRACTOR/PROVIDER and any subcontractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR/PROVIDER shall ensure DISTRICT access to the books and records of CONTRACTOR/PROVIDER and each subcontractor under this contract.

CONTRACTOR/PROVIDER shall advise each of its subcontractor of the DISTRICT'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Amphitheater Unified School District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any breach of CONTRACTOR'S/PROVIDER'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR/PROVIDER to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR/PROVIDER shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of CONTRACTOR/PROVIDER. In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR/PROVIDER's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR/PROVIDER shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____