

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS [SOQ]

Material and/or Service: CM@RISK FOR MT LEMMON FIRE DISTRICT STATION REMODEL AND EXPANSION PROJECT

SOQ Number: 23-001

Proposal Due Date/Time: TBD (Friday, December 1, 2023 @ :00 P.M. Local Time

Opening Location: Mt Lemmon Fire District Station
13170 N Oracle Control Road
Mt Lemmon, Arizona 85619

Pre-proposal Conference: Tuesday, November 21, 2023 Time: 10:00 A.M. Local Time

Pre-proposal Location: Mt Lemmon Fire District Station, 13170 N Oracle Control Road, Mt Lemmon, Arizona 85619

The Governing Board of the Mt Lemmon Fire District, Mt Lemmon, Arizona invites statements of qualifications for Construction Manager @ Risk (CM@Risk) services for the Mt Lemmon Fire District fire station remodel and expansion project from qualified contractors registered in the State of Arizona. This project will be awarded to one qualified contractor.

In accordance with A.R.S. 34-603, Requests for Statements of Qualifications for the material/services specified will be received by the ***Mt Lemmon Fire District***, at the above-specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and the vendors submitting qualifications shall be publicly read. All other information contained in this Request for Statements of Qualifications (SOQ) shall remain confidential until award. **If you need directions to our office**, please call 520-576-1201.

Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Proposals will be time stamped when received. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The Offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the Offeror assumes the responsibility for having his proposal deposited on time at the place specified. *Offers must be marked on the outside of the envelope with the SOQ number, title and the submitting company's name.* **The Mt Lemmon Fire District is not responsible for the pre- opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

The Mt Lemmon Fire District reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal.

Contractors responding to this solicitation must be licensed in the proper category to perform construction.

Requests for Statements of Qualifications shall be in the actual possession of the Fire District, at the location indicated, on or prior to the exact time and date indicated above. Late submittals shall not be considered.

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

Full Request for Statements of Qualifications documents may be reviewed **online** at Mt Lemmon Fire District's website: <http://www.mtlemonfire.org> access as follows: select About, then Other then Current SOQs.

Mandatory pre-solicitation meeting will be on Tuesday, November 21, 2023 at 10:00 A.M. at Mt Lemmon Fire District Station. Attendees must sign in. Please limit your attendees to no more than two per company.

Qualifications will be publicly opened on Friday, December 1, 2023 at the Mt Lemmon Fire District Station, 13170 N Control Road, Mt Lemmon, Arizona, at 4:04 P.M. (Arizona time).

OFFERORS ARE REQUIRED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR STATEMENTS.

Questions regarding this Request for Statements of Qualifications should be in writing and directed to: Fred Knapp, fredknapp@coreconstruction.com. **DEADLINE FOR QUESTIONS: Friday, November 24, 2023 AT 10:00 A.M.**

Authorization: Signature on file 11/9/2023
John Perchorowicz, Chair, Mt Lemmon Fire District Board Date

Publish: The Daily Territorial: November 10 and November 17, 2023

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DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: <https://www.azleg.gov/arsDetail/?title=34>

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

DEFINITION OF TERMS

As used in these instructions, 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 of 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 Fire District.
- 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, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement File”** means the official procurement records of the Fire District.
- K. **“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.
- L. **“Responsible Offeror”** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- M. **“Responsive Offeror”** means the Offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to Offeror and the Plans and Specifications which are incorporated herein by this reference.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Statements of Qualifications (SOQ).
- O. **“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.
- P. **“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.
- Q. **“Fire District”** means the Mt Lemmon Fire District (MLFD) that executes the contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for 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 inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer due date and time, or as otherwise stated in the solicitation. 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 or Addendum. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Offer Preparation

- A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer ***shall be rejected***.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted

after Offers have been opened except as otherwise provided under applicable law. Typewritten responses are preferred.

- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Fire District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. Fire Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- J. Identification of Taxes in Offer. Fire Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the Fire District will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed

description of all relevant circumstances including the details enumerated above must be provided.

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

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

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).

N. 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 Fire District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The Fire District will make reasonable efforts to secure such funds. However, the District may cancel the Contract at the end of each fiscal year (June 30) if for any reason the District Governing Board does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Mt Lemmon Fire District shall have no further obligation, other than for services or goods that have already been received.

3. Submission of Offer

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. Offerors shall submit one (1) hard copy labeled "ORIGINAL", six (6) hard copies labeled "COPY" and one (1) digital copy of the complete proposal on a USB/flash drive. The Mt Lemmon Fire District will not assume responsibility for any costs related to the preparation or submission of the bid.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law. Statements and modifications received after the closing time specified will not be accepted.

C. 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. Sealed Envelope or Package.

D. 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 Fire District shall not unreasonably withhold approval.

E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the Fire District. Offers shall be open to public inspection after Contract award, except for materials deemed to be confidential by the Fire District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. Contract terms and conditions, pricing, and information

generally available to the public are not considered confidential information under this section. The Fire District shall make a determination on whether the stamped information is confidential pursuant to Arizona law.

F. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of their Offer; and
2. They do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that they comply with all applicable federal, state, and local laws and executive orders regarding employment.

4. Additional Proposal 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. All applicable taxes in the Offer will be considered by the Fire District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the numbers of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days, unless otherwise specified by the solicitation documents. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, if deemed advantageous to the Fire District, the Fire District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

5. Award

- A. Number or Types of Awards. Where applicable, the Fire District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award,

whichever is deemed most advantageous to the Fire District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the Fire District's interest, "all or none" Offers shall be rejected.

- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized Fire District Representative on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the authorized Fire District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. The final acceptance will be contingent upon the approval of the Fire District Governing Board as required by board policy.
- E. In the event that the resulting agreement is terminated for any reason during the initial term of the contract, Mt Lemmon Fire District reserves the right to award to an alternate offeror if deemed in the best interest of the District. A fully executed purchase order or contract mailed, or otherwise furnished, to the selected offeror will result in a binding contract without further action by either party.

6. Protests

Protests shall be in writing and be filed with the **Fire District Representative, John Perchorowicz, Fire District Board Chair**. 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. In all other cases, the interested party shall file a protest within 10 days after the Fire District makes the procurement file available for public inspection. Written requests for an extension of time to file a protest for good cause may be submitted to the Fire District Representative within the time for filing a protest. Unless the District has adopted its own protest procedures, protests will be resolved in substantial accordance with the procedures of the State Department of Administration, R-2-7-A901, *et seq.* A protest shall include:

- A. The name, addresses, and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

GENERAL TERMS AND CONDITIONS

All Contracts awarded by the Fire District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform **CM@RISK 001 FOR MT LEMMON FIRE DISTRICT STATION REMODEL AND EXPANSION**

Commercial Code as adopted by the State of Arizona.

- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract, plus any additional provisions required to be included due to the state and federal appropriations used to fund this Contract, are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parole 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.

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 Nos. 2023-01, 2009-9, 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 Fire District and, where applicable, the State or 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 Fire District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the Fire District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Fire District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Fire District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Fire District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the Fire District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Fire District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Fire District.

2. Costs and Payments

- A. 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 from the Fire District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the Fire District. The Fire District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
 - 2. State and Local Transaction Privilege Taxes. The Fire District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Fire District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the Fire District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Fire District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The Fire District will make reasonable efforts to secure such funds. However, the District may cancel the Contract at the end of each fiscal year (June 30) if for any reason the District Governing Board does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Mt Lemmon Fire District shall have no further obligation, other than for services or goods that have already been received.

3. 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

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unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized Fire District Representative.

4. 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. Any contract entered by the Fire District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Mt Lemmon Fire District and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Fire District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Fire District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Fire District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the Fire District of materials furnished or work performed under this Contract. The Fire District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure

includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

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

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt 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 to the extent that such delay or failure is caused by force majeure.

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

F. Compliance with COVID-19 Requirements and Laws.

1. The Contractor shall comply with all applicable guidelines, requirements, and instructions issued by government authorities with jurisdiction related to COVID -19 in the performance of the Work ("COVID Requirements").
2. The Contractor shall ensure that all Contractor Personnel and Subcontractor in the performance of the Work comply with all COVID Requirements.

5. Insurance and Safety

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the Fire District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the Fire

District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the Fire District, not less than \$1 million per claim with a general aggregate of at least \$2 million.

Mt Lemmon Fire District shall be named as an additional insured party in the Certificate of Insurance that includes the following:

- Successful Offeror will be required to provide proof of and maintain Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate coverage.
- Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
- Successful Offeror will be required to provide proof of and maintain Professional Liability Miscellaneous Errors & Omissions Insurance Policy with a limit of not less than \$2,000,000 per occurrence.
- Certificates of Insurance shall be provided by the successful firm(s) or individual(s) within ten (10) days after the District issues a notice of award. The Certificate(s) of Insurance shall name the District as an additional insured [except for professional liability and workers' compensation]. Each insurance policy required by the District shall not be cancelled or reduced in coverage or limits except after thirty (30) days written notice to the District. All certificates are to be received and approved by the District prior to the beginning of the contract period. Failure to maintain the required insurance or provide evidence of insurance shall be considered a material breach of contract.
- *The Fire District reserves the right to terminate any contract if the Contractor fails to maintain such coverage.*

B. Safety

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

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for *two years* after acceptance by the Fire District of the materials or services, they shall be:
1. Of 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 Fire District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the Fire District.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Fire District 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. Fire District's Contractual Remedies

- A. Right to Assurance. If the Fire District 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 Fire District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 1. The Fire District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of 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 Fire District under this Contract are not

exclusive.

- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the Fire District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The Fire District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Fire District or damages assessed by the Fire District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Bankruptcy or Acquisition. The Fire District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- B. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the Fire District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Fire District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- C. Gratuities. The Fire District may, by written notice, terminate this Contract, in whole or in part, if the Fire District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Fire District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Fire District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The Fire District may, by written notice to the Contractor, immediately terminate this Contract if the Fire District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The Fire District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Fire District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Fire District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Fire District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures adopted pursuant to A.R.S. 41-2591 shall apply.
- F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the Fire District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Fire District.
 3. The Fire District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the Fire District for any excess costs incurred by the Fire District 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 under Arizona law in Arizona courts. Any dispute resolution proceedings shall take place in Pima County, Arizona.

10. Offshore Performance

Due to security and identity protection concerns, direct services under any 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 Fire District 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.

11. 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 Fire District may request verification of compliance from any contractor or subcontractor performing work under this contract. The Fire District reserves the right to confirm compliance in accordance with applicable laws.

Should the Fire District suspect or find that the contractor or any of its subcontractors are not in compliance, the Fire 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.

12. Terrorism Country Divestments

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

Per A.R.S. § 35-393 Arizona public entities and other states as applicable, may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

13. Federal Immigration and Nationality Act

By submission of the offer, the 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 and that they have verified employment eligibility of each employee through the E-Verify program. The Fire District may, at its sole discretion require evidence of compliance during the evaluation process. Should the Fire District request evidence of compliance, the Offeror shall have 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.

14. Clarifications/Discussions

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

15. Confidential Information

Confidential information request: If Offeror believes that its proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the Fire District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The fire District shall review the statement and shall determine in writing whether the information shall be withheld. If the Fire District determines to disclose the information, the Fire District shall inform Offeror in writing of such determination.

16. Prohibition of Reprisals

Mt Lemmon Fire District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

A. gross mismanagement of a contract or grant;

- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a fire district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

17. Affordable Care Act

Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Fire District as required by state or federal law.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE/SCOPE OF WORK

The Arizona Revised Statutes provide for Alternate Project Delivery Methods to include Construction Manager @ Risk (CM@Risk) services as defined in A.R.S. 34-603. Each project under a CM@Risk ‘Alternate Project Delivery Method’ shall be specific to a single project and awarded to a single qualified Contractor.

The Fire District is requesting proposals for CM@Risk for the Mt Lemmon Fire Station Remodel and Expansion. The successful contractor shall provide CM@Risk services as described in the attached (Exhibit A) Scope of Work.

Responding Contractors are to provide detailed information about projects completed within the past ten (10) years that are similar in scope to this project. The Fire District reserves the right to view and inspect recent Contractor projects to determine the scope of work and quality of work completed.

A. Mexican Spotted Owl Breeding/Nesting Season

The Mexican Spotted Owl [“MSO”] is listed as a “threatened” species by the United States Fish and Wildlife Service [“FWS”]. The MSO’s range includes the area surrounding the Mt Lemmon Fire Station Remodel and Expansion project. During the breeding/nesting season, noise disturbances have the potential to alter breeding behavior causing owls to flush from nesting and roosting sites which increases vulnerability to predators and heat-related stress. Therefore, the FWS or US Forrest Service may require that work on the project abate from March 1 until August 31. This will depend upon the results of surveys performed annually by the FWS and or US Forrest Service to determine whether there are MSOs in the vicinity of the Project. Consequently, Responding Contractors must address the possibility of not being able to work on the Project from March 1 until August 31 into account in their responses.

B. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the Fire District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that

may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such transportation liability insurance as will fully protect Offeror and the Fire District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the Fire District.

C. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the Fire District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present.

2. ACCEPTANCE OR REJECTION OF PROPOSALS

Mt Lemmon Fire District reserves the right to reject any or all proposals and to waive any informalities in the Proposals received. The award of the Contract, if made by the Fire District, will be made to the responsible and qualified Offeror submitting the lowest proposal, but the Fire District shall determine in its own discretion whether an Offeror is responsible and qualified to perform the Contract, what proposal is the lowest, and whether it is in the interest of the Fire District to accept the proposal.

3. EVALUATION AND AWARD

A contract for CM@Risk services shall be awarded on the basis the successful Contractor's demonstrated competence and qualifications in providing CM@Risk services similar as per the Scope of Work listed in this solicitation document. The Fire District shall negotiate with the highest qualified Contractor for the required services. If a contract cannot be negotiated with the highest qualified Contractor, the Fire District shall negotiate with the next highest qualified Contractor.

At the opening only the names of the responding Contractors will be read. The statements of qualifications and performance data shall be open to public inspection after the contract is awarded and a contract executed by the Fire District. To the extent that the Contractor designates and the Fire District concurs, trade secrets and other proprietary data contained in this solicitation shall remain confidential to the extent allowable by statute.

The Fire District's Selection Committee will organize an evaluation meeting to review and discuss the criteria listed below to determine those Contractors deemed most qualified to provide the construction services required. The Fire District's Selection Committee will make its determination of the most qualified Contractors based on the following criteria in order of importance and the data requested in this solicitation.

- (1) Experience and qualifications of the Contractor to include five (5) recent samples of work similar to the scope of work required in this SOQ (40 POINTS)**

Responding Contractors are to provide a description of each project not to exceed two (2) pages in length to include at least the following:

- Owner name, phone number, e-mail address, and description of project
- Project superintendent name and resume
- Project construction schedule (projected vs. actual)
- Project's original contracted construction cost and final construction cost/change order amount
- Method of approach to include safety plan
- Project safety record
- Project location
- Description of design (if applicable) and construction challenges and how addressed
- CM@Risk alternate project delivery method (if utilized) and all the positive and negative feedback

- (2) Experience of key personnel to be assigned to the project (30 POINTS)**

Responding Contractors are to provide at least the following:

- Names of key personnel that will be assigned to this project

- Role of each person and percentage of time that will be spent on this project
- Resume of each person assigned to this project including duration of employment with Contractor.

(3) General information of the Contractor (15 POINTS)

Responding Contractors are to provide at least the following:

- Any deficiency orders issued against the Contractor by the Arizona Registrar of Contractors within the last three (3) years
- Any current unresolved bond claims against the Contractor
- Any judgments or liens against the Contractor within the past three (3) years
- Proof of current bonding availability and capacity
- Any filing with the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken against creditors in the past three (3) years
- Current project workload
- Safety record and Experience Modification Rate (EMR) for the last 5 years
- Contractor's material suppliers and preferred subcontractors
- Project team key members - training and certifications
- Contractor's capabilities and qualifications to provide the scope of work required

(4) Submit your firm's Subcontractor Selection Plan (10 POINTS)

(5) Responsiveness in meeting the requirements of this SOQ (5 POINTS)

Did the Contractor:

- Complete all required forms
- Provide requested information
- Provide an electronic copy of proposal

The Fire District shall conduct interviews with a minimum of three (3) and not more than five (5) Contractors regarding the Contractor's relative methods of approach for furnishing the required construction services. Once the interviews are conducted, the Selection Committee will rank the Contractors solely through the results of the interview process in order of most qualified Contractor to least qualified Contractor. There will be a single final list and the number of persons or firms on the final list will be three. A recommendation for award of contract will then be given to the Governing Board.

4. AWARD BASIS - Multiple Award(s)

This section left intentionally blank.

5. BILLING

All invoices shall be submitted to the attention of: Accounts Payable, 13170 N Control Road, Mt Lemmon, AZ 85619. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Mt Lemmon Fire District will refer to the SOQ number of this Proposal.

6. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to the laws of the State
CM@RISK 001 FOR MT LEMMON FIRE DISTRICT STATION REMODEL AND EXPANSION

of Arizona.

7. AWARD

It is expected that the award for this contract will be made in **January 2023** and is subject to change. Interviews may be required to clarify any issues that arise after each responsive offer is read.

8. O.S.H.A GUIDELINES

The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

9. LIQUIDATED DAMAGES

If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the Fire District will incur damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages, the Contractor shall agree to pay to the Fire District liquidated damages in the amount of \$1,000.00 per calendar day for every day exceeding the established substantial completion date and \$500.00 for every day the Contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The Fire District, at its sole discretion, will determine what event(s) is beyond the control the Contractor.

10. PROTECTION OF DISTRICT

The Contractor shall protect all furnishings from damage and shall protect the fire District's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Fire District. The Contractor shall confine his equipment, storage of materials, and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Fire District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Fire District.

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

11. SAFETY STANDARDS

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.

12. PERFORMANCE BOND

The Contractor shall be required to furnish irrevocable security binding the Contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). **Bonds shall be payable to the **Mt Lemmon Fire District and shall comply with Arizona law.****

Performance security shall be in the form of a performance bond, certified check, or cashier's check. This

security must be in the possession of the Fire District within the time specified or ten (10) days after agreement of GMP. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the contract terminated by the Fire District. In case of default, the Fire District reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this SOQ.

Bonds must be issued by a surety company authorized to do business in Arizona, or in a manner satisfactory to the Fire District.

13. PAYMENT BOND

The Contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The bond shall be submitted within ten days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check, certified check, or money order. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this SOQ and shall comply with Arizona law. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the Fire District.

14. LIENS

Because this is a public purchase, Contractor shall hold the Fire District harmless from any claimants supplying labor or materials to the Contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the Fire District will make payment.

15. FIRE PROTECTION

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

16. BARRIERS

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

17. SITE INSPECTION

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

18. INSPECTION

All materials, service, or construction are subject to final inspection and acceptance by the Fire District. Materials failing to meet the requirements of this contract will be held at Contractor's risk and may be returned to Contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the Contractor.

19. DAMAGES

The Contractor shall be liable for any and all damage caused by him or his employees to the Fire District premises. The offeror shall hold and save the Fire District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

20. CLEAN UP

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

21. WARRANTY

All workmanship and materials shall be warranted for two years from date of acceptance of project. This will be submitted in written form to the Fire District at completion of Project.

22. SPILLAGE

Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

23. KEY PERSONNEL

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

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Fire District.
- B. If key personnel are not available for work under this contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Fire District, and shall, subject to the concurrence of the Fire District, replace such personnel with personnel of substantially equal ability and qualifications.

| ACTIVITY | DATE |
|---|--|
| SOQ Release Date | Friday, November 10, 2023 |
| Pre-Proposal Conference | Tuesday, November 21, 2023 at 10:00 A.M. |
| Written Questions Due (in writing) by | Friday, November 24, 2023 by 10:00 A.M. |
| Questions will be returned in the Form of an Addendum by | Monday, November 27, 2023 |
| SOQ Due (one electronic and (7) hard copies) at CORE Construction, 3097 West Ina Road, Tucson, Az. 85741) Date | Friday, December 1, 2023 4:00 P.M. |
| Short List Notification | Tuesday, December 5, 2023 |
| Short List Interview | Wednesday, December 21, 2023 time TBD |
| Board Recommendation | Thursday, December 22, 2023 |
| Pre-Construction Services Proposal due by | Friday, December 23, 2023 |
| Governing Board Pre-Construction Services Approval | Week of January 3, 2024 (special board meeting) |
| GMP Negotiations Start | Week of January 3, 2024 |
| Governing Board GMP Approval | TBD |

SUBMITTAL REQUIREMENTS

Offerors shall submit one (1) hard copy labeled "ORIGINAL", six (6) hard copies labeled "COPY" and one (1) digital copy of the complete proposal on a USB/flash drive. The Mt Lemmon Fire District will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your proposal to be considered, the following should be included:

Signed Addenda Acknowledgement Form

Signed Offer and Acceptance Form

Performance Bond

Payment Bond

Confidential/Proprietary Submittal Form

Non-Collusion Affidavit

Certificate of Liability Insurance

Signed I.R.S. W-9 Form, Request for Taxpayer I.D. Number. A copy of this form may also be obtained from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

ADDENDA ACKNOWLEDGEMENT

This page is used to acknowledge any and all addendums that might be issued. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

Addenda Acknowledgement

| <u>Addenda</u> | <u>Signature</u> | <u>Date</u> |
|----------------|------------------|-------------|
| NO. 1 | _____ | _____ |
| NO. 2 | _____ | _____ |
| NO. 3 | _____ | _____ |
| NO. 4 | _____ | _____ |
| NO. 5 | _____ | _____ |

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality, and to determine the most qualified proposal, as determined by the Owner in its sole discretion.

Contractor's Arizona Contractor's License No(s). _____

(Official Name of Firm)

SEAL – If Bidder is a Corporation By _____

Title _____

(Complete Business Address)

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____%

Email: _____

_____ Company Name

_____ Signature of Person Authorized to Sign Offer

_____ Address

_____ Printed Name

_____ City State Zip

_____ Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Orders 2023-01, 2009-09 and 2000-4 or A.R.S. §§ 41- 1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. By submission of this proposal, 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.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the fire district/public entity.

This contract shall henceforth be referred to as Contract No. SOQ 2023-01

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

Awarded this _____ day of _____ 20 _____

AUTHORIZED SIGNATURE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____, with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Mt Lemmon Fire District (hereinafter called the Obligee) in

the amount of _____ (Dollars) (\$ _____), for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the Mt Lemmon Fire District (hereinafter called the Obligee) in
the amount of _____(Dollars) (\$ _____) , for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____ 20_____, to construct and complete a certain
work described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all
monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for
in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may
be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

BY _

Surety Seal

BY _

Agency of Record

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (Check one):

No confidential/proprietary materials have been included with this offer

Confidential/Proprietary materials are included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 18). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the Fire District prior to any public disclosure. Requests to deem the entire offer or to deem any prices and costs as confidential will not be considered.

Identify or describe:

Printed Name

Signature

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) _____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MT LEMMON FIRE DISTRICT CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED WITHIN THIS SOLICITATION. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

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

| | | |
|----------|-------------------------------|--------|
| PRODUCER | CONTACT NAME: | |
| | PHONE: | FAX: |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | NAIC # |
| | INSURER B: | |
| INSURED | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |
| | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

THE MT LEMMON FIRE DISTRICT SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER

CANCELLATION

Mt Lemmon Fire District
13170 N Control Road
Mt Lemmon , AZ 85619

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

AUTHORIZED REPRESENTATIVE

ACORD 25(2014)

“NO PROPOSAL” RESPONSE FORM
SOQ 2023-01 CM@RISK – MT LEMMON FIRE DISTRICT STATION REMODEL AND ADDITION

If you do not wish to proposal on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the Fire District’s vendor listing. This form may be returned to the address listed below, or faxed to 520-576-3095. A “No Proposal” will be considered a response.

I am submitting a “No Proposal” at this time.
Please keep my name on the Fire District’s Offeror’s List.

I cannot meet the product/service specifications as described in the solicitation
due to: _____

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

I no longer wish to do business with Mt Lemmon Fire District
Please remove my name from the Fire District’s Offeror’s List.

| | | | |
|---|----------------------|-------|-----|
| Name of Company Proposing | Date Signed | | |
| Authorized Signature/Local Representative | Telephone/Fax Number | | |
| Type Name and Position Held with Company | | | |
| Mailing Address | City | State | Zip |

Please return this completed form to:

Mt Lemmon Fire District
13170 N Control Road
Mt Lemmon, AZ 85718
FAX: 520-576-3095