



Notice of Request for Qualifications (RFQ)
RFQ No. 2025-0814
Construction Services – Construction Manager at Risk (CMAR)
Project: Payson Observatory

Gila Community College District (“College” or “District”) is seeking Statements of Qualifications (SOQ) to select a qualified construction manager/general contractor to provide Construction Manager at Risk Services to include design review, value engineering, and complete construction services for the Project: Payson Observatory

A CMAR Service Agreement will be awarded to a single firm.

DUE IN: The deadline for receipt of sealed Statements is **September 19, 2025, at 3:00 PM MST Local Az Time**. Statement Packets must be electronically submitted by this deadline to the following location: EMAIL: mary.springer@gilacc.org ****ELECTRONIC SUBMITTALS REQUIRED****

Any packet received after the DUE IN and OPENS date and time listed above will be returned and not considered.

QUESTIONS pertaining to this Request for Qualification (RFQ) must be communicated in writing and be received via email by **September 8, 2025, at 3:00 PM (MST)**. Questions must be sent to the email address:

Mary Springer @ mary.springer@gilacc.org

Copies of the Request for Qualification (**RFQ**), possible future addenda, questions and answers, and any related documents are available on the Gila Community College Website: <https://gilacc.org/about/procurement/>. It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the SOQ.

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Section 1: Introduction

Gila Community College District ("College") is seeking Statements of Qualifications from firms for Pre-Construction and Construction Services in accordance with the Scope of Work described herein.

Entity Submitting RFQ. The terms "vendor," "offeror," "firm," "consultant," "company," or "contractor" used in this RFQ or any subsequent documents or communications related to this RFQ are interchangeable and mean the entity submitting a statement of qualifications and seeking to enter into a contract for the goods and/or services requested in this RFQ.

Section 2: Scope of the Project

General outline of the Project provides an understanding of the professional services required.

1. Location:

Gila Community College Payson Campus
201 N Mud Springs Road, Payson, Arizona 85541

2. Description:

Gila Community College District intends to construct an automated observatory on its Payson, Arizona campus. The observatory building will consist of an engineered foundation capable of supporting a telescope and peripheral equipment in a climate-controlled environment. The telescope is a PlaneWave Instruments CDK 500 Observatory System <https://planewave.com/product/cdk500-telescope-system/> and is on site at the Payson Campus in storage. The observatory dome is 16' 6" Ash Dome kit and has been recently purchased by the college and is also in storage. The scope of services includes collaborating with the engineering firm of record, M3 Engineering, and to construct the observatory within the grant funds available for the project.

Budget:

The Project Budget allocation range is \$300,000. This range represents the total amount for project construction and fees.

Delivery Method

The College is planning to use the Construction Manager at Risk (CMAR) method of delivery, with a GMP (Guaranteed Maximum Price) for the construction work.

The A&E Design Consultant is M3 Engineering and Technology Corp., and the Construction Manager will work in collaboration during the preconstruction phase.

3. Services: Construction Manager at Risk:

The General Contractor/CM@R will provide pre-construction management services during the initial phase of the project and may serve as the General Contractor for the construction of the project. At some point prior to construction, the Construction Manager will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) contract.

GMP means the sum of the maximum cost of the Work; the CM@Risk's construction fee; general conditions fee; taxes, bonds, insurance costs; and bid contingency as proposed and approved. The approved GMP will be made part of the Construction Services Agreement by executing an amendment or additional amendments for phased construction. The CM@Risk will be responsible for all construction means and methods to perform the work described in the scope of work.

A. Pre-construction Phase Services by the CM@Risk may include the following:

- Value analysis/engineering
- Constructability reviews including identification of plan/specification conflicts, errors & omissions
- Cost Model/Budget
- Phasing Analysis/Sequencing/Construction Schedules
- Estimating/Price/GMP
- Building code/permitting analyses
- Utility coordination with providers and existing infrastructure

B. Construction Phase Services by the CM@Risk may include the following:

- Team management/coordination
- Underground utility location
- Critical Path Scheduling
- Provide Construction Management Software
- Submittal processes/coordination/management
- Cost controls/change order management
- Subcontract QC
- Field management

4. Client: Gila Community College District

5. Schedule Summary

Board Approval – CMAR Contractor Approval	<i>September 2025</i>
Collaborate with Design Team/Value engineer construction	<i>October 2025</i>
Start of Construction	<i>October 2025</i>
Construction Completion	<i>March 2026</i>
Project Completion	<i>April 2026</i>
Occupancy	<i>April 2026</i>

Section 3: Solicitation Terms and Conditions

- 1. Effective period of proposals/SOQ.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFQ to be valid and irrevocable for ninety (90) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
- 2. Withdrawal.** Statements of Qualifications may be withdrawn until the date and time of the Opening. SOQs may not be withdrawn for ninety (90) days after the Opening.
- 3. Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFQ response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately define the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
- 4. Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via email as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.
- 5. Addenda.** Any change to the solicitation SOQ will be in the form of a numbered addendum issued by the Procurement Department. Any addendum will be posted on the College's web page listed on the Cover page of this SOQ. Other than official numbered addenda issued by the office of Procurement, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
- 6. Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
- 7. Acceptance or Rejection of Statements.** The College reserves the right to waive any formalities and to reject any or all SOQs or any part(s) thereof, and/or to accept any SOQs or any part thereof and/or to cancel the request for SOQs. The College also reserves the right to reject the SOQs of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the SOQs.
- 8. Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in SOQs.
- 9. Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.

- 10. Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.

- 11. Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.

12. Proposal, General Provisions.

- a. Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFQ submission and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
 - b. Cost of Preparation of SOQ.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Gila Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
 - c. Accuracy.** It is the responsibility of all firms to examine the entire RFQ solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of Statement of Qualifications. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.
- 13. Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.
- 14. Protests** are filed with the Procurement Specialist, Mary Springer, at mary.springer@gilacc.org within 10 (ten) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

Section 4: Instructions

STATEMENT OF QUALIFICATIONS (SOQ) PREPARATION Before submitting a SOQ, each firm shall familiarize itself with the entire RFQ, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance.

The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a SOQ will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

SOQs must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the SOQ.**

The College will only accept solicitation responses electronically via submission to the following email address and must be received at mary.springer@gilacc.org by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All SOQ materials must be sent electronically and clearly marked in the subject line with the Company Name and solicitation title.

It is the responsibility of the firm to ensure that SOQ(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

- A.** The proposal packet shall consist of one (1) original copy of the proposal in **PDF** format, clearly marked "Original". The firm's SOQ packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.
- B.** SOQ must be typewritten on standard paper size (8½ x 11 inches), and include page numbers.
- C.** The SOQ will incorporate the **Forms** provided in this RFQ solicitation. It is permissible to copy these forms as required. The authorized person signing the SOQ will initial erasures, interlineations or other modifications on the SOQ forms.
- D.** Responses are to be provided on the **Forms included in this solicitation**. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFQ. Supporting documents must be clearly titled and reference the applicable form.
- E.** The SOQ should be organized in sections with Tabs as outlined below.

Tab 1: Cover Letter

All SOQ responses must include the following:

- a. Cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (include email address and phone number);
- b. The cover letter must also identify the primary contact for this SOQ with current contact information: email address, phone number and office address.
- c. The cover letter should express the firm's interest and serve as an executive summary of the Statement of Qualifications.
- d. Cover letter should reference the College's RFQ number found within this solicitation.

The cover letter should be addressed to the assigned Procurement Specialist; The SOQ Table of Contents should be a maximum of two (2) pages (this item is not scored).

Tab 2: Required Submittal Forms

SOQ must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College.

The Offer will complete each of the below six (6) **Required Submittal Forms**, and organize the forms in the following order:

1. SOQ Certification Form
2. Exceptions to College's Consultant Service Agreement
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
 - a. Conflict of Interest
 - b. Boycott of Israel
 - c. Worker Eligibility
 - d. Forced Labor
 - e. Other certifications
5. Appendix Form
 - a. Litigation
 - b. Canceled, Debarred or Suspended
 - c. Prior Use
 - d. Cooperative Agreement
 - e. Subcontract, Third Party
6. Non-Collusion Affidavit Form

Tab 3: Statement of Qualifications (SOQ) Forms

The content of the Statement of Qualifications (response to the evaluation criteria) must describe the firm's qualifications to provide the requested services using the SOQ Forms contained herein.

This solicitation includes five (5) forms that will comprise the SOQ to be prepared by the Offeror. The Offeror will complete the forms as per the guidance and questions contained therein. Each form included in this RFQ solicitation, along with any supporting documentation, the Offeror will submit such detailed responses together with its original SOQ packet.

1. Firm's Qualifications and Experience Form
2. Project Team's Qualifications and Experience Form
3. Past Representative Projects Form
4. Understanding of the Scope of Work Form
5. Management of the Scope of Work & Project Schedule

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL: SOQ must conform to all requirements stated below. *Disregarding these requirements may have a negative impact on the evaluated score or result in the Offer (SOQ) being determined non-responsive and therefore not eligible for award of contract.*

1. All SOQ materials must be clearly marked with the Request for Qualification (RFQ) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete SOQ submittals are received at the time (deadline) stated on Cover Page of this RFQ solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their SOQ packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Statement of Qualifications or SOQ modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a SOQ in response to this solicitation to be valid and irrevocable for ninety (90) days after the solicitation Due Date and Time.
6. SOQ Packet must be compiled in the following order:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Tab 3: Statement of Qualifications (SOQ) Forms

Section 5: RFQ Selection Process, Evaluation Criteria, Interviews, Negotiations

Types of Selection Processes

The selection process may entail a two-step process.

TWO-STEP -) selection process will entail the evaluation of SOQ packet and if deemed necessary, a Presentation and/or Interviews. Under a Two-Step process, a qualified selection committee will short-list the Offerors based on the evaluation scores of the SOQs and will select the most qualified firm to enter into negotiations for a contract.

Overview of the Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Qualifications.
2. The selection committee will determine the persons or firms to be the most qualified by evaluating the Statements of Qualifications that are submitted in response to this request for qualifications based only on the evaluation criteria and relative weight of the evaluation criteria stated in this Request for Qualifications.
3. Following the evaluation and ranking of SOQs, the College may, at its discretion, interview the top-ranking firms.
4. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
5. The College will award contracts to contractor, based only on the scores resulting from the evaluation of the SOQs, and interviews (as deemed necessary); followed by the successful negotiation of fair and reasonable fees schedules with the highest ranked and most qualified contractor.
6. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Statement of Qualifications.

Statements of Qualifications will be evaluated, and rank ordered, by an evaluation committee. It is the responsibility of the responding firm to provide CLEAR AND CONCISE information specifically addressing all the Evaluation Criteria.

A Selection Committee (SC) will evaluate statements of qualifications and score based on the following evaluation criteria, which are listed in descending order of importance:

Evaluation Criteria	Maximum Points
A. Firm's Qualifications and Experience	30
B. Project Team's Qualifications and Experience	25
C. Past Representative Projects	15
D. Understanding of the Scope of Work	20
E. Management of the Scope of Work & Project Schedule	10
Total Possible Points	100
F Negotiations of Fee Schedule and Terms	

Interviews: Following the evaluation, scoring, and ranking of the Statements of Qualifications, the College may, at its discretion, interview the top-ranking firms.

Selected Offeror(s) may be required to make virtual oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentation (which may be virtually). Costs and equipment for such presentations are the responsibility of the Offeror.

Negotiations of Contract Terms and Compensation Fee Schedule: The College will enter into negotiations with the highest ranked Statement of Qualifications on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms. Negotiated fee schedules will be compliant with federal standards by providing a Fee Schedule or Fee Estimate Summary, presenting both prime and subcontractor disciplines, direct labor rates, overhead, profit, billing rates; and the firm's most current Generally Accepted Accounting Principles (GAAP) Audit Statement.

If the College is not able to negotiate satisfactory contract terms or a fair and reasonable Compensation Fee Schedule with the Offeror on the final list, the College will formally terminate negotiations. The College will then undertake negotiations with the next highest ranked and qualified Offeror on the final list until an agreement is reached or until procurement action is terminated.

Section 6: Contract Award and Execution

A. GENERAL

1. Upon execution of the contract, a copy of this RFQ will be attached to the contract and all conditions of this RFQ will become conditions of the contract unless specific conditions of the RFQ are deleted by other terms of the contract.
2. The Construction Manager and College will be negotiated per Arizona State Procurement Rules, pre-construction fee. The fee will be based on the services requested in this RFQ. Upon acceptance of the fee by the College, the College will issue a purchase order.
3. The College recognizes that over the term of the contract, members of the project team listed in the SOQ may change. The Construction Manager will provide information similar to the original information in the RFQ substantiating a similar level of knowledge and ability for replacement team members.
4. Once a fee per #2 above has been negotiated and accepted, members of the project team for that project may not be removed from the project team without the written consent of the College.

B. FINANCIAL STABILITY

If requested, prior to contract negotiation and award, furnish appropriate documentation to substantiate the financial stability of the firm to undertake this project.

Section 7: Required RFQ Submittal Forms

Certification Form

In response to RFQ Title: Payson Observatory is submitted by: _____,
(Company Name)

☐ a corporation organized and existing under the laws of the State of _____;

☐ a partnership, registered in the State of _____, and consisting of

____; ☐ an individual trading as

_____, located at

_____ Federal

Tax Id No. _____

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The proposal will remain in effect for a period of ninety (90) calendar days as of the Due Date for SOQs to the RFQ.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:		Addendum No.	Date:

The undersigned hereby certifies that this Statement of Qualifications is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):

- ☐ women-owned business; ☐ minority-owned business; ☐ labor surplus area firm
☐ does **or** ☐ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
☐ small business; ☐ veteran-owned small business; ☐ service-disabled veteran-owned small business; ☐ HUBZone small business; ☐ small, disadvantaged business; or ☐ women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFQ.

Authorized Signature/Date _____

Print Name Title _____

Email Address Phone # _____



Exceptions Requested Form

Company Name _____

Any exceptions to the requirements of this RFQ, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.

Authorized Signature/Date _____

Print Name Title _____

Confidential and/or Proprietary Declaration Form

Company Name _____

In the event the Offeror elects to include in its SOQ any information deemed "proprietary" or "protected," it will clearly mark the information as to any proprietary/confidential claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the SOQs submitted unless the information is expressly restricted by the Offeror.

If the SOQ contains **NO** confidential/proprietary information, a statement to that effect must be provided.

_____(initial) Contractor certifies this SOQ contains **NO** confidential and/or proprietary information.

Confidential/Proprietary Information. Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. ***If additional space is required, provide information on a separate page and submit as an attachment to this form.***

Authorized Signature/Date _____

Print Name Title _____

Mandatory Certifications Form

Company Name _____

A. Conflict of Interest Certification *(initial only one)*

The undersigned certifies that to the best of his/her knowledge: *(initial only one)*

_____*(initial)* The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or who's relative has, a substantial interest in any contract resulting from this Request for Proposal.

_____*(initial)* ☐ The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included as an attachment to this certification form.

B. Boycott of Israel Certification

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror.

_____*(initial)* Accordingly, the Offeror certifies that: it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

C. Worker Eligibility Verification

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

_____*(initial)* Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S. § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S. § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror. Upon request, the College will have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

D. Forced Labor Certification

As required by the Arizona Revised Statutes § 35-394, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People's Republic of China.

_____*(initial)* A breach of the foregoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (D.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.

E. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals or Owners

e.1 (check one) have () or have not () within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

e.2 (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (e.1) of this provision.

"Principals" for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to College, the College may terminate the contract resulting from this solicitation for default.

Authorized Signature/Date

Print Name

Title

Appendix Form

Company Name _____

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

- a. Litigation:** Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

- b. Canceled, debarred, suspended:** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

- c. Prior Use:** If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

- d. Cooperative:** If the firm intends to use any cooperative, for the purposes of this SOQ, the firm must submit a copy of the Cooperative Contract.

- e. Subcontract, third party agreement,** or the like to perform under their SOQ, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Authorized Signature/Date _____

Print Name Title _____

Non-Collusion Affidavit
(must be completed by contractor)

STATE OF:)

)

COUNTY OF:)ss

)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me _____ this

_____ day of _____ 2025. (Signature)

If by a Corporation (Seal)

My commission expires: _____

Notary Public

Section 8: Statement of Qualifications (SOQ) Forms

Instructions:

Each firm will be limited in the total number of pages submitted as part of their Statement of Qualifications (SOQ) packet.

Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the College will limit the total number of content pages to (single sided using minimum 11 point font). **A "page" is limited to one side of an 8-1/2 by 11-inch sheet of paper:**

Documents that will not be considered in this total number of content pages will be financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages.

The tab pages will be used to reference each section and can be used for pictures or artwork.

Appendices/Attachments may be attached as back up information.

The SOQ must adhere to the order and response length indicated per each Criteria Response.

Note: When a response to a question is provided as an attachment, clearly identify each question number (1,2,3) or letter (A, B, C) to your response and ensure the form's title is referenced – for example:

Firm's Qualifications & Experience Form – response to A: Firm's Size and Workload

(1) Firm's Qualifications and Experience Form

This evaluation criteria are thirty (30) points maximum.

Company Name _____

A. How many years has this business been in existence under its present ownership? _____

B. What was the total amount of Construction Manager at Risk (CMAR) Project-related/Prime General Contractor work your firm has completed in the following calendar years?

2023: Number of contracts _____	Total contract values\$: _____
2022: Number of contracts _____	Total contract values\$: _____
2021: Number of contracts _____	Total contract values\$: _____

C. List the Commercial licenses held by the firm issued by the Arizona Registrar of Contractors:

License Number _____	License Classification _____	Expiration date: _____
License Number _____	License Classification _____	Expiration date: _____
License Number _____	License Classification _____	Expiration date: _____

Other Licenses _____

Estimating Complex Projects: Describe the firm's qualification and experience with estimating small to medium- scale, projects involving construction processes with multiple components such as mechanical, electrical, plumbing, and structural systems. (Response should not exceed one (1) page. Attach response to this form, title response E. Estimating Projects.)

D. Unique Attributes: Describe why the firm is especially qualified to perform the requested services. Include any unique qualifications, experience, equipment and/or resources of the firm that would be highly beneficial to this project. (Response should not exceed two (2) pages. Attach response to this form, title response F. Unique Attributes).

(2) Project Team's Qualifications and Experience Form

This evaluation criteria are twenty-five (25) points maximum. This form should not exceed three (3) pages.

Company Name _____

Instructions: This form should be completed for each key personnel involved in the performance of this contract. Answer all questions in the space provided.

A. Provide an organizational chart including key members assigned to this Project Team. Attach the organizational chart to this form and title response A: Organizational Chart.

B. Provide a listing of the proposed Project Team that will be directly involved in this contract.

Employee Name	Employee Working Title	Licenses/Certifications	Project Title/Role

C. Team Assignments: In the order listed above, describe the proposed Project Teams assignments and lines of authority and communication for this Project. (Attach response to this form. Response should not exceed three (3) pages.) Title response C. Team Assignments

D. Resumes: Attach to this form, a resume for each Project Team Member. A separate resume {maximum two (2) pages} per team member may be included and attached as additional pages to this form. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information above and is not to be used to replace this form.

(3) Past Representative Projects Form

This evaluation criteria are fifteen (15) points maximum. This form should not exceed five (5) pages.

Company Name

Instructions: Establish the experience and record of the project team. Provide at least four Owner/User references on projects listed in Form 1 and/or significant projects listed in Form 2. **Only** provide references for projects listed in Forms 1 and/or 2. References may be checked for short-listed firms. Provide **all** of the following information for **each** reference:

Project Name/Description	
Delivery Method (JOC, CMAR, DBB)	
Agency/Owner	
Agency/Owner Contact Information: Name, Phone, Email	
Start Date - Completion Date	
Original Contract Cost:	\$
Final Construction Cost:	\$
Design/Engineering Firm(s)	
Construction Manager Name, Contact Information	
CM Project Manager	
Names of Project Team Members identified in Form 2.	

(4) Understanding of the Scope of Work Form

This evaluation criteria are twenty (20) points maximum. This form should not exceed five (5) pages.

Company Name

A. What benefits will the team bring to the project during the Pre-Construction Phase?

B. What benefits will the team bring to the project during the Construction Phase?

C. Identify the person/group that will be responsible for cost estimating, creating, and maintaining the Cost Estimate/Model throughout the Project? What methods and resources are used to develop the Cost Estimate/Model and how do you propose to reconcile the costs when there are discrepancies with the design professional's cost estimate?

(5) Management of the Scope of Work and Project Schedule Form

This evaluation criteria are ten (10) points maximum. Using this form, provide responses in the space provided. This form should not exceed five (5) pages.

Company Name

A. Process: Describe on-going processes, such as TQM, used by the firm to improve its level of service. Describe your Quality Control and Quality Management. Summarize your approach to quality control and quality assurance during construction administration.

Response to A:

B. Schedule: Provide your schedule control and compliance process. Summarize your firm's schedule control process to be used in order to meet the identified schedule during design and during construction administration. Provide information on your data management, including RFI, ASI and submittal reviews.

Response to B:

C. Budget: Budget method and cost control. Define how change orders and other potential additional costs during the construction phase will be avoided and controlled.

Response to C:

D. Documents: Describe the methods used by the firm to check the quality and completeness of the firm's construction documents, such as coordination checklists and coordination review meetings.

Response to D:

Section 9:

ATTACHMENT A to SOLICITATION GENERAL TERMS AND CONDITIONS

- 1. Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
- 2. Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
- 3. Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
- 4. Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
- 5. Warranties.**
 - 5.1.** Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2.** Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3.** To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
- 6. Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 7. Intellectual Property.**
 - 7.1. College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
 - 7.2. Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

7.3. College Data As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "College Data"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

8.1. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "Confidential Information"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.

8.2. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

8.3. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. Educational Records; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

10. Public Records. The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify the Contractor party prior to disclosure.

11. Privacy and Security.

11.1. If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

11.2. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, the Contractor shall provide College with copies of those policies and plans.

11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, the Contractor shall provide College with copies of those policies.

- 11.4.** In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty-four (24) hours, notify the College's President or designee. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. The Contractor shall keep the College President or designee updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5.** In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College, forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
- 12. Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 13. Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found at <https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36031574>. Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
- 14. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 15. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 16. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 17. Non-Assignment.** This Agreement is personal to the Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 18. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFQ used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 19. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing the College.
- 20. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.

- 21. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 22. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- 23. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 24. Non-Appropriation.** The Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify the Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 25. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 26. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 27. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518.
- 28. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 29. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Gila County, Arizona.

Section 10

RFQ Completion Checklist

This checklist is a summary of some of the required components of the RFQ. It is provided as a convenience to vendors but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant Statements of Qualifications.

☐ **Cover Letter**

☐ **Required Submittal Forms**

- Certification Form
- Exceptions Requested Form
- Confidential and/or Proprietary Declaration Form
- Mandatory Certifications Form
- Appendix Form
- Non- Collusion Affidavit
- Any applicable attachments

☐ **Statement of Qualifications (SOQ) Forms**

- A. Firm's Qualification and Experience form
- B. Project Team's Qualifications and Experience Form
- C. Past Representative Projects Form
- D. Understanding of the Scope of Work Form
- E. Management of the Scope of Work & Project Schedule Form
- Any applicable attachments.