

REQUEST FOR PROPOSAL
26-011-TUSD1
CLIMATE ACTION AND SUSTAINABILITY PLAN CONSULTANT

Tucson Unified School District
1010 E. Tenth St.
Tucson, AZ 85719

RELEASE DATE: March 20, 2025
DEADLINE FOR QUESTIONS: April 1, 2025
RESPONSE DEADLINE: April 11, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/tusd1>

Tucson Unified School District
REQUEST FOR PROPOSAL
Climate Action and Sustainability Plan Consultant

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Attachments:

A - TUSD_FCI_Scores_Rev_20240919

B - TUSD_CO2_Emissions_3YR_20240919

C - TUSD_Utility_Use_and_Cost_By_Site_20250226

1. Introduction

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Tucson Unified School District electronically through OpenGov.

Proposals received by the correct time and date shall be opened and the vendor's who submitted shall be publicly read. After the proposals submitted in response to a request for proposal are opened and the award is made the governing board shall make available for public inspection all information, all proposals and all findings and other information considered in determining whose bidproposal conforms to the request for proposals and will be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1. [Summary](#)

It is the intent of Tucson Unified School District (TUSD) to create a vibrant, sustainable, and resilient Tucson Unified for students, staff, and community to meet short and long-term climate and sustainability goals, while providing flexibility to adjust as needed during implementation of outlined strategies. TUSD is soliciting proposals for interested qualified vendors to furnish consulting services for a Climate Action and Sustainability Plan (Action Plan).

1.2. [Background](#)

The next decade will be decisive due to approaches to construction, technology advancements and infrastructure-driven changes. Adoption of these changes will be both rewarding and challenging, and budget driven. As we travel the pathway to assess net-zero opportunities, the policy will guide strategic decisions that can evolve with time. Evolution of technologies, advances in construction and practices in TUSD schools will be transforming not just for our energy systems, but also academic education on climate sustainability, food choices, transportation, and procurement practices.

Mitigating climate change to reduce our carbon footprint while transitioning to a sustainable operation is something we all benefit from. Tucson Unified is proactively planning and building a sustainable climate action strategy to contribute to the reduction of climate impacts. In addition, Tucson Unified is creating and introducing structures for teaching and learning about climate change, climate solutions, and sustainability, to prepare students to lead into a sustainable future. And finally, to advance equity, we can prioritize communities most impacted and involve student, staff, and community members in decisions about climate action.

1.3. [Contact Information](#)

Diana Kerfoot
Director of Purchasing
1010 E 10th St
Bldg B, Rm 272

Tucson, AZ 85719

Email: diana.kerfoot@tusd1.org

Phone: [\(520\) 225-6483](tel:(520)225-6483)

Department:

Energy Conservation

Department Head:

Tina Cook

Energy Projects Manager

1.4. [Timeline](#)

Please note the Bid Submission Deadline time. Bids will not be accepted after this programmed time. For example: If the Bid Submission Deadline time is 10:00am the deadline is a hard cut-off. The system will not allow you to click "Submit" at 10:00:00:00:00 (and so on). A submission at 10:00:01 is late and will not be accepted. Also note the submission time is Local Arizona time. We do not observe Daylight Savings time.

Release Project Date	March 20, 2025
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Pre-Proposal Meeting (Non-Mandatory)	<p>March 27, 2025, 1:00pm</p> <p>VIRTUAL MEETING: Please click link and this will take you to the pre-proposal meeting.</p> <p>https://tusd1.zoom.us/j/89152499263?from=addon</p> <p>Meeting ID: 891 5249 9263</p> <p>---</p> <p>One tap mobile +17193594580,,89152499263# US +12532050468,,89152499263# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 646 931 3860 US• +1 689 278 1000 US• +1 929 436 2866 US (New York)• +1 301 715 8592 US (Washington DC)• +1 305 224 1968 US• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 891 5249 9263</p> <p>Find your local number: https://tusd1.zoom.us/j/kdVXFZFvUn</p>
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Question Submission Deadline	April 1, 2025, 2:00pm
Question Response Deadline	April 4, 2025, 2:00pm
Proposal Submission Deadline	April 11, 2025, 2:00pm

Public Bid Opening	<p>April 11, 2025, 2:00pm</p> <p>VIRTUAL MEETING:</p> <p>Please click link and this will take you to the public RFP opening.</p> <p>https://tusd1.zoom.us/j/85850444062?from=addon</p> <p>Meeting ID: 858 5044 4062</p> <p>---</p> <p>One tap mobile</p> <p>+13462487799,,85850444062# US (Houston)</p> <p>+16694449171,,85850444062# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 346 248 7799 US (Houston)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US• +1 646 931 3860 US• +1 689 278 1000 US• +1 929 436 2866 US (New York)• +1 301 715 8592 US (Washington DC)• +1 305 224 1968 US <p>Meeting ID: 858 5044 4062</p> <p>Find your local number:</p> <p>https://tusd1.zoom.us/j/85850444062?from=addon</p>
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2. Documents Referenced

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: www.azleg.state.az.us/ArizonaRevisedStatutes.asp.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

www.azsos.gov/rules/arizona-administrative-code

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

Code of Federal Regulations is available at: <http://www.ecfr.gov>

3. Uniform Instructions to Offerors

3.1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- B. "Award" means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- C. "Bid" means a response to an invitation for bids and includes an offer to contract with District.
- D. "Bidder" means a person submitting a Bid in response to an invitation for bids.
- E. "Contract" means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. "Contract" includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. "Contract Amendment" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- G. "Contractor" means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- H. "Days" means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. "District" means Tucson Unified School District.
- J. "District Representative" means Diana Kerfoot, Director of Purchasing, or their designee.
- K. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- L. "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.
- M. "Offer" means Bid, Proposal, or quotation.

- N. "Offer Deadline" means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- O. "Offeror" means a person submitting a Proposal in response to a request for proposals.
- P. "Proposal" means a response to a request for proposals and includes an Offer to contract with District.
- Q. "Purchase Order" means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- R. "Responsible Bidder or Offeror" means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- S. "Responsive Bidder or Offeror" means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- T. "Solicitation" means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
- U. "Solicitation Addendum" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- V. "The Solicitation Contact Person" for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation.
- W. "Subcontract" means any Contract, express or implied, between 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.

3.2. [Pre-proposal Inquiries](#)

- A. Duty to Examine. It is the responsibility of the Bidder or 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 Deadline.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder or Offeror shall not contact or direct inquiries concerning the 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 Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
- D. Requests for Exceptions. A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.
 - 1. A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.
 - 2. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.
 - 3. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.
- E. Timeliness. Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- F. No Reliance on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.
- G. Pre-proposal Conference. If a pre-proposal conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.
- H. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

- I. Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

3.3. Proposal Preparation

- A. Forms. Only Electronic Proposals shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. An offer submitted via facsimile or by physical mail shall be rejected.
- B. Corrections, erasures, interlineations, or other modifications in the proposal must be initialed by the person signing the Offer. Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.
- C. Acknowledgement and Acceptance. The Acknowledgement and Acceptance of Terms and Conditions of Solicitation, within the Vendor Questionnaire, must be submitted with the Offer and acknowledged by a representative of the Bidder or Offeror. All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the requested exception or modification would substantially or materially alter a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.
- D. Offer and Acceptance. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or 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.
- E. Subcontractors. A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
- G. Solicitation Addendum. Unless otherwise stated in the Solicitation, each Solicitation Addendum may be acknowledged electronically by the person signing the Offer, and may be submitted no later than the Offer Deadline. Failure to acknowledge a Solicitation Addendum may result in non consideration of the Offer.
- H. Tax Identification Numbers. A Bidder or Offeror must provide his or her 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.
- I. Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- J. Shipping/Delivery. Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of this Solicitation.

- K. Order of Precedence. A Solicitation includes, in addition to the Request for Proposal, the following documents listed in their order of precedence:
1. If applicable, Best and Final Offer (BAFO)
 2. Solicitation Addendums
 3. Special Requirements of Solicitation
 4. General Terms and Conditions of Contract
 5. Statement of Scope of Work/Specifications
 6. Solicitation Attachments and Exhibits
 7. Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

3.4. Submission of Proposal

- A. Each Offer shall be submitted electronically through OpenGov.
- B. Proposal Amendment or Withdrawal. The Bidder or Offeror may withdraw a proposal any time prior to the proposal deadline. The proposal may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- C. Confidential Information. 1. Request for Confidentiality. If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied. 2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification. 3. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specifications, and other documents in the Solicitation.
- D. Certification of Bidder. By signing the Offer and Acceptance Form, the Bidder certifies the following;

1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specifications, and other documents in the Solicitation.
2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
7. The offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

3.5. Offeror Responsibility

- A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the School District. Any damage caused to School District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.
- B. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

- C. The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the School District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the School District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D. The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offerors responsibility to ensure continuation of service.
- E. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

3.6. Additional Proposal Information

- A. Late Proposal. A proposal submitted after the proposal deadline shall be rejected.
- B. Unit Price Prevails. In the case of a discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- C. Confirmation. District may contact the Bidder or Offeror to confirm its understanding of the proposal. Such contact shall occur after the proposal deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- D. Proposal Acceptance Period. The Bidder or Offeror shall hold its proposal open for the later of (i) the number of days after the proposal deadline stated in the Solicitation or (ii) ninety (90) days.
- E. Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all proposals or portions thereof, or cancel a Solicitation.

3.7. Award

- A. Basis of Award. An Award will be made to the Responsive and Responsible Bidder or Offeror whose Offer is determined to be the most advantageous to the District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation. District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of the District, the District may request interviews with the Offerors determined to be most likely to meet the

requirements to discuss cost and/or other portions of the Proposal. No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

- B. **Multiple Awards.** The District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple award shall be made only if the District Representative determines in writing, prior to making an award that a multiple award is necessary and is advantageous to the District. In determining whether to award multiple contracts, the District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to the District's requirements at the time, place and manner needed by the District. If the District determines that multiple contracts are necessary and advantageous, the District will determine the least number of suppliers that are needed and award contracts to the suppliers who submitted the most advantageous proposals to District. When determining whether to award multiple contracts, the District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single supplier's ability to provide for the District's needs, bonding capacity, supplier's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code.
- C. **Formation of Contract.** A response to the Solicitation is an offer to contract with the District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until the District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to the supplier.

3.8. Protests

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative. A protest based on alleged improprieties that are apparent before the proposal deadline shall be filed with the District Representative before the proposal due date and time. A protest of a Solicitation or Award for any other reason must be filed with the District Representative within ten (10) days after the District makes the proposal file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

- The name, addresses, and telephone number of the interested party;
- The signature of the interested party or its representative;
- Identification of the purchasing agency and the Solicitation or Contract number;

- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

4. General Terms and Conditions of Contract

All Contracts awarded by 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.

4.1. CANCELLATION

- A. Cancellation for Bankruptcy or Acquisition. 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. District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.
- C. Cancellation for Convenience. District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- D. Cancellation for Non-performance or Contractor Deficiency. District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:
 - 1. Failing to comply with the accepted terms and conditions of the Contract;
 - 2. Providing material that does not meet the specifications of the Contract;
 - 3. Providing work and/or material that was not awarded under the Contract;
 - 4. Failing to adequately perform the services set forth in the scope of work/services and specifications;
 - 5. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - 6. Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
 - 7. Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.
- E. Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation,

all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

- F. Cancellation for Replacement. District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.
- G. Continuation of Performance. Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- H. Cancellation for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- I. Cancellation by Contractor. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.
- J. Cancellation for Lack of Appropriation. District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

4.2. CONTRACT ADMINISTRATION

- A. Records and Audit. Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
- B. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.

- C. **Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
- D. **Notices.** Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person 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.
- E. **Property of District.** Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.
- F. **Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

4.3. CONTRACT AMENDMENTS

- A. **Amendments.** The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.
- B. **Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- C. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

4.4. CONTRACT CLAIMS

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

4.5. CONTRACT INTERPRETATION

- A. Governing Law. The Contract is governed by Arizona law, including the School District Procurement Code.
- B. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:
1st If applicable, Best and Final Offer (BAFO) 2nd Solicitation Addendums 3rd Special Requirements of Solicitation 4th General Terms and Conditions of Contract 5th Statement of Scope of Work/Specifications 6th Solicitation Attachments and Exhibits 7th Uniform Instructions for Offers
- C. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the contract or agreement, and is signed by the District Representative.
- D. Severability. The provisions of the 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. The 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 the Contract.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.

4.6. CONTRACTUAL REMEDIES

- A. Right to Assurance. If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
- B. Stop Work Order.
District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract 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 order, 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.

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

- C. Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.
- D. Right to Offset. District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- E. Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.
- F. Force Majeure. Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:
 - 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - 2. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
 - 3. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 4. If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.

5. The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

4.7. FEDERAL and STATE REQUIREMENTS

- A. Fingerprinting Requirements. Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.
- B. E-Verification. Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- C. Registered Sex Offender Restriction. Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.
- D. Non-Discrimination. Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.
- E. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors.
- F. Terrorism Country Divestments. In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

4.8. INSURANCE AND SAFETY

- A. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.
- B. Insurance Coverage. Unless other coverage's or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:
- Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor
- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- The policy shall be endorsed to include the following specific language: "Tucson Unified School District is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."
- Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract
- Combined Single Limit (CSL) \$1,000,000
- The policy shall be endorsed to include the following language: "Tucson Unified School District is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."
- Workers' Compensation and Employers' Liability
- Workers' Compensation Statutory
- Employers' Liability:
- Each Accident \$100,000
- Disease -Each Employee \$100,000
- Disease -Policy Limit \$500,000
- Property Insurance
- Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.
- C. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- D. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and 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.

4.9. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

4.10. PROCUREMENT METHODS

Any items, products goods, services and labor rate obtained under this Solicitation may be by Blanket Purchase Order, Specific Purchase Order, or Procurement Card. The percent discount for these services must remain the same no matter what payment method the School District/Public Entity uses.

4.11. PAYMENT

- A. Contractor Invoice. Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department at AP@TUSD1.org. All transactions are payable in U.S. currency only.
- B. Contractor Payment. District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.
- C. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.
- D. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

- E. **Progress Payments.** District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

4.12. PRICE AND PRODUCT CHANGES

- A. **Current Products.** Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.
- B. **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.
- C. **Price Adjustments.**
 - 1. **Price Increases.** Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.
The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.
- D. **Price Decreases.** During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

4.13. RELATIONSHIP OF PARTIES

- A. Independent Contractor. Contractor is an independent contractor to District.
- B. No Contractual Relationship with Subcontractor. District shall have no contractual relationship with a subcontractor.
- C. Affordable Care Act. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.

4.14. RISK AND LIABILITY

- A. Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.
- B. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") 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 collectively 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 District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, 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 the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.
- C. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

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

4.15. SHIPPING/DELIVERY

- A. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.
- B. Shipment Under Reservation. Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.
- C. Shipping Charges. District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- D. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.
- E. All services must be received within the time agreed to by the School District/Public Entity and the Offeror. The School District/Public Entity shall make decisions as to compliance with contract services, time and their decision shall be final. The items/services on this contract shall be delivered per the scope of work/specifications on this contract.

4.16. TAXES

- A. Payment of Taxes. District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- B. Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.
- C. Federal Excise Tax. District is exempt from paying federal excise tax.
- D. Property Taxes. District is exempt from state and county property taxes.
- E. State and Local Transaction Privilege (Sales) Taxes. District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

- F. **Tax and Withholding Indemnification.** Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

4.17. TERM OF CONTRACT AND EXTENSIONS

- A. **Contract Term.** The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.
- B. **Contract Extension.** By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contractor. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.
- C. **Month-to-Month Extension.** District may offer month-to-month extensions if that is determined to be in the best interests of District. Term not to exceed a total of five (5) years.

4.18. WARRANTY/QUALITY GUARANTEES

- A. **Fitness.** Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.
- B. **Inspection.** Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.
 - A. All materials are subject to final inspection and acceptance by the School District/Public Entity. Materials failing to meet the requirements of this Contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.
- C. **Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:
 - 1. Of a quality to pass without objection in the industry or trade normally associated with them;
 - 2. Fit for the intended purposes for which they are used;
 - 3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. In conformance with the written promises or affirmations of fact made by Contractor.

- D. **Compliance with Applicable Laws.** The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.
- E. **Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.
- F. **No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.
- G. **Survival of Rights and Obligations.**
 - 1. **Contractor's Representations and Warranties.** All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
 - 2. Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

5. Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

5.1. Terms of Award

It is the intent of the District to award a contract, beginning on the date of award in **May 2025** and continuing for a period of eighteen (18) months, **January 2027**, but no more than two (2) years, **May 2027**.

However, no contract exists unless and until a purchase order is issued each fiscal year.

Contract price increases can be requested after the initial year of the contract. Approval of the request will be determined by the school district if in the best interest. To request a price increase, vendor must submit request to the procurement agent and provide justification for request.

5.2. Expected Award Timeframe

It is expected that the award for this contract will be made in 120 days. However, no commitment is made to this award date.

5.3. Contract Award

A contract under this proposal will be awarded to a single vendor.

5.4. Hiring of ASRS Retirees

- A. Arizona Revised Statute § 38-766.02 states that employer must pay an alternate contributions rate to Arizona State Retirement System (ASRS) for retired members who return to work in any capacity, in a position ordinarily filled by an employee of the employer who is included in agreements, providing for their coverage under the federal Old-age, Survivors and Disability Insurance program (OASDI). Offers for services falling within this definition must indicate how the alternate contributions rate is being collected from the employee and provided to the District.
- B. In addition, an employer of an ASRS retired member shall submit any reports, data, paperwork or material that are requested by ASRS and that are necessary to determine the compensation, gross salary or contract fee associated with a retired member who returns to work or to determine the function, utilization, efficacy or operation of the return-to-work program.

5.5. Subcontractors

Each offeror shall submit with the proposal, a complete list of all subcontractors the offeror proposes to use, if applicable. Failure to submit a subcontractor's list may constitute sufficient grounds on which to reject the proposal.

It is the responsibility of the offeror to insure Tucson Unified School District that all subcontractors hold a valid commercial license, are bonded through the State of Arizona Registrar of Contractors and are properly insured prior to commencing work on District property. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. The offeror shall supply proof of certification, as stated in this Request for Proposal, for any subcontractors they may retain. This shall be a minimum requirement in evaluating the acceptability of a subcontractor. The Tucson Unified School District reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.

Verification that the subcontractors are properly licensed through the State of Arizona will be done prior to making a recommendation to the governing board.

If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the non-responsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.

The contract sum shall not be increased by the difference in cost occasioned by such substitution. If the Contractor refuses to provide an acceptable substitution at the same contract sum, this proposal shall be rejected and the next lowest bidder will be considered, the previous low bidder being in default on his bid and no longer eligible for consideration. The rejected bidder's Bid Bond shall, at the District's discretion be subject to forfeiture.

Safety of Students, Staff and Contractors

To best identify our contractors and sub-contractors on the job site, all firms will be required to have their employees and sub-contractors check in with site personnel for a visitor badge.

5.6. Price Increase (Unforeseen)

Contractor may submit to the District Representative a fully documented request for an emergency price increase only after the Contract has been in effect for ninety (90) days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the District Representative delivers notice to Contractor.

The requested increase shall be limited to a documented cost increase to Contractor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on Contractor. The District Representative may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Contractor has announced a cost increase that contributes directly to Contractor's request for a price increase and would cause substantial economic hardship for Contractor.

5.7. [Price Adjustments](#)

While no volume is implied or guaranteed, the Contractor may submit to the District Representative a fully documented request for a price adjustment during the term of the Contract, in the event additional quantities are required during the term of the Contract.

The District Representative shall determine whether the requested price adjustment or any other option is in the best interest of the District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business.

5.8. [Additional Goods and Services](#)

The School District/Public Entity reserves the right to add additional goods, items, products, or services to the Contract at any time during the Contract period. The School District/Public Entity shall contact the Contractor for prices prior to adding any additional goods, items, products, or services and may at TUSD's sole option, accept the quoted price or if deemed in the best interest of the School District/Public Entity purchase those goods, items, products, or services elsewhere.

5.9. [Non-Exclusive Contract](#)

Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the School District/Public Entity. The School District/Public Entity reserves the right to obtain like goods or services from other sources.

This will be a non-exclusive Contract and the School District/Public Entity reserves the right to issue additional solicitations for related specific requirements when deemed to be in the School District/Public Entity's best interest.

5.10. [Offeror Required Contract or Agreement](#)

If the Offeror will require the School District to sign any form of contract or agreement, a copy of that contract/agreement shall be included with proposal response. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The School District reserves the right to accept or reject all or part of the agreement.

5.11. [Local Representative](#)

Offeror may be required to have a local field representative available at all times during the contract period.

5.12. [Fuel Surcharges](#)

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor, response by the School District's Purchasing Department and a fully executed contract change order.

5.13. [Insurance and Safety - Professional Services](#)

- A. Insurance: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for

injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form: Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - a. General Aggregate \$4,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$2,000,000
 - d. Damage to Rented Premises \$ 50,000
 - e. Each Occurrence \$2,000,000
 - f. The policy shall be endorsed to include the following additional insured language:
"Tucson Unified School District is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - a. Combined Single Limit (CSL) \$ 500,000
 - b. The policy shall be endorsed to include the following additional insured language:
"Tucson Unified School District is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
3. Worker's Compensation and Employers' Liability
 - a. Workers' Compensation Statutory
 - b. Employers' Liability
 - c. Each Accident \$ 500,000
 - d. Disease -Each Employee \$ 500,000
 - e. Disease -Policy Limit \$ 500,000
4. Professional Liability (Errors and Omissions Liability)
 - a. Each Claim \$ 500,000
 - b. Annual Aggregate \$1,000,000

- c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - d. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6. Scope of Work

6.1. [Requirements](#)

TUSD is soliciting proposals to support a multi-phased approach to generate an Action Plan. The successful vendor will work closely with TUSD Operations and other critical stakeholders to refine the scope, schedule, and deliverables throughout the process.

6.2. [Key Deliverables and Considerations](#)

The key deliverables are:

- Action Plan with key milestone dates of 2030, 2035, and 2040.

Upon its completion, the Action Plan will enhance TUSD's resilience and overall preparedness for the anticipated regional and global impacts of climate change.

6.3. [5.1 Term of Agreement](#)

TUSD anticipates the term of the resulting contract to be eighteen (18) months from award with all agreed-upon deliverables completed within this time, but not longer than two (2) years from date of award.

6.4. [5.2 Scope of Work and Minimum Deliverables](#)

TUSD is soliciting proposals to support a multi-phased approach to generate an Action Plan. The successful vendor will work closely with TUSD Operations and other critical stakeholders to refine the scope, schedule, and deliverables throughout the process.

6.5. [5.2.2 Action Plan](#)

The vendor will lead the development of a single comprehensive Action Plan for TUSD that integrates all existing and planned sustainability-related goals and initiatives per Policy ECF Climate Action and Sustainability, including interim milestones, clear elements and priorities, financial, cost/benefit, and key performance indicators, accountable parties for all identified initiatives, and confirmed or potential funding sources, both internal and external, where possible. The Action Plan is the primary deliverable for this project. The vendor should present the Action Plan in a visually engaging and accessible format.

While the vendor will lead the development of the Action Plan, the process should be highly collaborative with between 25 and 50 staff, faculty, and students, who are actively involved in the creation of initiatives and refinement of goals. Subject matter experts and community members are to be involved, on a less frequent basis.

The vendor will develop an Action Plan that includes a defined greenhouse gas mitigation strategy, building upon existing technical work to create a formal, strategic roadmap that can provide actionable information which TUSD can use to decarbonize, achieve even greater

reliance on renewable energy sources for cooling, electricity usage, and heating, and reduce, mitigate, or offset all other greenhouse gas sources by 2040, or sooner if possible, while maintaining reliable utility services to campus. Strategies for consideration and/or reviewed should include, but not limited to:

- Decommission natural gas stationary combustion – cogeneration systems, boilers, etc.
- Electrify or phase out all internal combustion engines, including vehicles, golf carts, maintenance machinery, emergency back-up generators, etc. Careful considerations include electrical charging infrastructure in overall planning.
- Procure onsite renewable energy and expand offsite renewable energy and the associated environmental attributes for all remaining/additional school campus needs.
- Increase the use of ground- and air-source heat pumps, biofuels, and integrated thermal energy storage.
- Reduce single occupancy/fossil-fuel-based commuting to and from all properties, support a phased adoption of electrification of student and employee vehicles.
- Reduce waste and improve diversion.
- Reduce overall energy demand across the school district.

The Action Plan should go beyond just greenhouse gas mitigation, serving as a formal, strategic roadmap that provides actionable information which TUSD can use to dramatically improve a range of organizational, environmental, social, and economic functions. At present, strategies include development across the following Working Groups – Built Environment, Academics, Curriculum, Contracting, Procurement, School/Site Diversity, Food Services, Health Services, Planning, Administration.

Business as usual forecasts include all areas where their inclusion supports the need for action.

The Action Plan should include goals and initiatives that are specific, measurable, attainable, realistic, and time-bound (SMART) as well as context-based, visionary, and informed by stakeholders. They should include interim milestones and key performance indicators to ensure clear progress, and enable intervention as needed. A combination of short-, medium-, and long-term goals and initiatives with a mix of incremental and transformative changes, depending on direction provided by TUSD.

Each recommended goal and initiative should incorporate the needs of all members of the community to create equitable outcomes, to the greatest extent possible. To achieve this, each goal and initiative must clearly indicate how it addresses past harms, eliminates current or future harms, and supports greater diversity, equity, inclusion, and/or access for all relevant stakeholders. Clear performance indicators are key to monitor progress and ensure equity.

The vendor should include how each goal and initiative support climate resilience / preparedness and adaptation and mitigates risk to TUSD and its stakeholders where possible.

Each recommended goal and initiative should also include a rough cost/benefit analysis including co-benefits, expected emissions reductions (if applicable), and an analysis of the financial, environmental, social, and health costs and benefits. As part of each cost/benefit analysis, the vendor should include the financial components of avoided risk due to a goal or initiative.

Each goal and initiative should also define accountable parties within TUSD and potential funding sources to ensure execution, both internal and external, where possible.

Certain strategies will require a much deeper dive outside of the Action Plan process; however, these strategies should include clear next steps to take that deeper dive defined within the Action Plan.

Prioritization Guide. The vendor will provide a succinct “prioritization guide” for internal use based on the resources required to execute an initiative within the Action Plan, the anticipated impact and risk avoidance, community concerns and priorities, etc. to enable more effective implementation.

Facilitate Stakeholder Engagement. The vendor will generate a stakeholder engagement plan that offers a creative and interactive path for soliciting diverse and inclusive input from all stakeholders, on- and off-campus. The preferred process will use a comprehensive approach to public participation to ensure open dialogue throughout the development of the Action Plan. For the stakeholder engagement plan, TUSD requests the following actions of the selected vendor:

- Create a large-scale sustainability literacy survey, developed in partnership with TUSD faculty and staff.
- Plan, prepare, and co-convene virtual, in-person, and hybrid planning charrettes with all relevant stakeholders.
- Provide tools and best practices to support the facilitation and documentation of recurring meetings across Working Groups and other meetings more broadly.
- Incorporate best practices to engage students, particularly diverse student populations throughout the outreach and planning processes.

As part of the stakeholder engagement process, the vendor will begin by supporting multiple visioning sessions to identify guiding principles, institutional definitions for key terms such as “sustainability,” “climate action,” “environmental justice,” etc.

The types and frequencies of anticipated meetings and presentations for the vendor are as follows, with key attendees indicated. Note that these meetings and presentations are subject to change:

- Initial project kickoff meetings – Core Team, Working Groups, Steering Committee
- Weekly (or as needed) check-ins – Core Team
- Bi-monthly to quarterly community charrettes – Campus and community stakeholders
- Quarterly updates – Steering Committee, relevant Shared Governance organizations
- Biannual updates – Superintendent, Senior Leadership Team
- Final project closeout meetings – Superintendent, Senior Leadership Team, Core Team, Steering Committee, relevant Shared Governance organizations

The vendor should plan for personnel to be in-person for all community charrettes (maximum of 4-6) and in-person attendance for all project closeout meetings (all to occur within one week of each other). Virtual versus in-person attendance for closeout will be up to the discretion of the TUSD leadership. All other meetings to be virtual or hybrid.

Assess Current State and Develop Gap/Related Analysis. The vendor will support the establishment of performance baselines across all relevant areas via data collection and review, providing assessment tools and best practices for annual or more frequent reporting in the future. From this review, the vendor will identify gaps, including overlooked sources of carbon emissions and areas for improvement, and make recommendations into the construction of the Action Plan. In addition, the vendor will support a comprehensive review of TUSD's actions to date, including success stories throughout the Action Plan.

The successful vendor will need to review relevant plans such as TUSD's Strategic Plan, in addition to the technical work provided above to ensure adequate coverage and connections to existing plans, and to ease integration of the Action Plan into future institutional planning processes.

The vendor will need to benchmark TUSD relative to at least five of its K-12 peers in an urban setting, nationally.

Develop a Communications Strategy and Reporting Framework. The vendor will support the development of a strategy to best present and communicate the Action Plan to internal and external stakeholders, as well as the broader community, both during the creation and finalization of the Action Plan. The vendor will also support the creation of an annual reporting framework to track progress on the implementation of the Action Plan.

The communications strategy will overlap with the stakeholder engagement strategy but should go further, to provide best practices in engaging all TUSD stakeholders to achieve the level of behavior change necessary to fully execute the Action Plan.

The reporting framework should include annual, iterative review periods and opportunities for updates, including recommended tools and processes to track the progress of initiatives toward applicable goals. The framework should also include an “annual review” template to input updates/progress on the Action Plan into for efficient publication.

6.6. [5.3 Schedule](#)

TUSD anticipates the following schedule, however, this is subject to change based on negotiation with the final vendor and additional factors that are likely to arise during the Action Plan development process:

- May 2025 | Begin vendor engagement including but not limited to, right-sizing Action Plan, scope, and expectations, establishing goals and objectives, updating the anticipated timeline, beginning data collection, developing launch and outreach strategies/events, etc.
- June 2025 – September 2025 | Launch internal engagement including initial meetings with the Action Plan’s Steering Committee and Shared Governance groups as necessary, etc. Begin work within internal Working Groups and identified Topical Areas. Develop a communications plan for the development process including two to four large-scale, hybrid in-person/online opportunities (e.g., town hall meetings, etc.) to solicit both campus and community input for inclusion within the Action Plan. Continue data collection on an as-needed basis.
- October 2025 – November 2025 | Begin Action Plan production with an initial draft ready to share by the end of September 2025. Continue district and community engagement with at least two large-scale opportunities to solicit both district and community input and feedback on select goals and actions for inclusion within the first/second draft of the Action Plan.
- December 2025 – November 2026 | Incorporate feedback received in the first draft of the Action Plan and have a second draft ready to share by the end of May 2026. Incorporate feedback received in the second draft of the Action Plan and have the final draft of the Action Plan ready to launch by the end of September 2026, including specialized versions for key senior leaders.

- December 2026 – January 2027 | Launch Action Plan across district, including final presentations to the Action Plan’s Steering Committee, the Superintendent and Senior Leadership Team, and Shared Governance groups as necessary, etc.

6.7. [5.4 Financial Proposal](#)

TUSD will consider a variety of proposals and a range of fees depending on the value provided by the vendor. Prospective vendors should provide a clear cost breakdown of the tasks with a breakout of the hours for each employee category (principal, senior engineer, senior planner, technician, etc.) per work task identified. The vendor will indicate any assumptions made such as number of meetings, number of drafts, etc. and include this information with the cost proposal. Total hours and dollars for each deliverable and the final project must be shown.

Total compensation to be established upon contracting of vendor with TUSD. This compensation includes labor, tools, travel expenses (hotels, meals, etc.), materials, and equipment, as well any additional vendor expenses for the development of the Action Plan. The payment schedule will be based on a set of deliverables determined by the selected vendor and the TUSD.

6.8. [5.5 Value Added](#)

Pima County and the City of Tucson created their own Climate Action & Adaptation Plan. What engagement strategies could the vendor offer to support better alignment, dovetailing of efforts, and enhanced touchpoints between Pima County, the City of Tucson and TUSD?

6.9. [5.6 References](#)

Vendor to provide *five (5)* customer references for comparable products or services specified in this RFP from within the last five (5) years, including the company names, contact names, telephone numbers and emails of the contact persons.

7. Evaluation Phases

The School District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the School District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration. Positive efforts shall be made to involve minority and small businesses.

Evaluation of proposals will be by a committee that may be comprised of School District personnel and other community members. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered may be notified electronically through OpenGov.com. If the School District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the School District with a demonstration of requested items. Demonstrations may be held after proposal opening and prior to award. Vendor demonstrations may be coordinated to occur on the same day to allow School District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified prior to the schedule date of the demonstration.

As part of the Phase Two process, the School District may re-score the short-listed vendors according to criteria based on the original proposal as well as any additional information obtained during any or all of the Phase Two activities. As part of the Phase Two process, a ranking may be established to determine the contract award(s).

The School District may enter into further discussions in accordance with A.A.C. R7-2-1047 and R7-2-1048 and may request Best and Final Offers from the vendors.

Evaluation Criteria are listed below in order of relative importance. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

7.1. [Evaluation Criteria](#)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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7.2. Phase 1

N o .	Evaluation Criteria	Sc ori ng Me th od	W eig ht (P oin ts)
1	Compliance to the Scope of Work (SOW) <ul style="list-style-type: none"> A. Vendors clearly connect their capabilities and expertise in climate and/or sustainability modeling, the carbon offset marketplace and/or verification processes, mission-based offsets, etc. B. Vendor demonstrates acumen in the development of sustainability, climate, energy, resiliency, etc. plans for higher education, government, and/or private entities. C. Vendors clearly connect their experience with other areas of sustainability such as water, food, waste, transportation, etc. D. Vendor proposes a holistic, meaningful stakeholder engagement plan which includes planning community charrettes, forums, town halls, and/or other stakeholder convening activities; facilitation, negotiation, and/or mediation; and high familiarity with shared governance, ownership, and decision-making strategies. E. Vendor clearly connects their experience in performing baselining, benchmarking, risk, cost/benefit and SWOT/gap or related analyses, and/or proposes other feasible solutions to identified challenges or shortcomings. F. Vendor demonstrates capabilities in crafting effective communications strategies and reporting frameworks. 	0-100 Poi nts	45 (45 % of Tot al)
2	Financial Proposal <ul style="list-style-type: none"> A. Vendor provides a detailed and reasonable cost breakdown. 	0-100 Poi nts	20 (20 % of Tot al)
3	Project Understanding, Approach, & Preliminary Work Plans <ul style="list-style-type: none"> A. Vendor's proposal is of high quality, demonstrates a clear ability to meet all project objectives and deliverables, and addresses the full scope of work presented, including their recommended/anticipated approach to addressing all tasks/deliverables, with any exceptions noted and explained. B. Vendor clearly addresses the full scope of work presented, including their recommended/anticipated approach to addressing all tasks and deliverables with any exceptions noted and explained clearly. C. Vendor shows a clear understanding of the TUSD's core values, mission, and Strategic Plan D. Any proposed use of subcontractors is clearly explained – no TUSD staff or faculty may serve as paid subcontractors. 	0-100 Poi nts	20 (20 % of Tot al)

4	Overall Vendor Experience & Proposed Personnel <p>A. Vendor profile provided, including relevant company history, size, area(s) of specialty, etc.</p> <p>B. Proposed personnel experience and professional qualifications are sufficient, including resumes, base lo</p> <p>C. Vendor has proven capacity to adhere to timelines and therefore can abide by the anticipated schedule</p> <p>D. Vendor demonstrates familiarity with Tucson, Arizona, and/or cities with similar characteristics, includin</p>	0-100 Points	10 (10% of Total)
5	References <p>A. Vendor to provide <i>five (5)</i> customer references for comparable services specified in this RFP from within the last five (5) years, including the company names, contact names, telephone numbers and emails of the contact persons. Three (3) of the references must be K-12 peers in an urban setting, nationally.</p>	0-100 Points	5 (5% of Total)

8. Vendor Questionnaire

8.1. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

8.1.1. *Acknowledgement and Acceptance of Terms and Conditions of the Solicitation**

Explanatory Note: The purpose of this question is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. The District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

8.1.2. *Exception/Deviation Requested**

If you requested a deviation/exception under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation, please clearly explain the requested exception/deviation. Reference the specific language that you are taking exceptions/deviations to. Unacceptable deviations/exceptions shall remove your proposal from consideration for award. Tucson Unified School District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.

Enter N/A if this does not apply.

*Response required

8.2. Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be

clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

8.2.1. Request for Confidentiality of Proprietary Information *

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request.

2. The reason or reasons why the information should be treated as confidential.

Enter N/A if this does not apply

*Response required

8.3. ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

ATTENTION: Architects, Engineers, Consultants, Contractors, Sub- contractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Tucson Unified School District. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to Diana Kerfoot at (520) 225-6483.

Solder and paint with any amount of lead is no longer authorized, and will not be used in any District projects.

HOLD HARMLESS: Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and will comply.

8.3.1. *Asbestos and Hazardous Material Statement**

Confirm that you will comply with the ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

☐ Please confirm

*Response required

8.4. List of Subcontractors

The Contractor must list below the Trade, Company name, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly may constitute sufficient grounds to reject the bid. If no subcontractors will be listed please indicate with a N/A

Example: Trade, Company Name, ROC License #, ROC License Classification

8.4.1. *List of Subcontractors**

The Contractor must list below the Trade, Company name, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly may constitute sufficient grounds to reject the bid. If no subcontractors will be listed please indicate with a N/A

Example: Trade, Company Name, ROC License #, ROC License Classification

*Response required

8.5. Non-Collusion Affidavit

8.5.1. *Non-Collusion Affidavit**

You the Vendor do confirm that your persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

☐ Please confirm

*Response required

8.6. Offer and Acceptance

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall 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, further, that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, may result in rejection of the Offer.

8.6.1. *Offer and Acceptance Form**

Please download the below documents, complete, and upload.

- [Offer and Acceptance page.pdf](#)

*Response required

8.7. [Requested Forms](#)

Please complete the following downloadable forms and upload them in their respective questions.

8.7.1. [W-9*](#)

Please upload your complete W-9 here

*Response required

8.7.2. [Certificate of Insurance \(COI\)*](#)

Please upload your complete COI here

*Response required

8.7.3. [Payment Method Form*](#)

Please download the below documents, complete, and upload.

- [Payment Method Form ver. 11...](#)

*Response required

8.7.4. [Additional or separate contract](#)

The form of contract for any award made as a result of this proposal will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

8.7.5. [RFP Response \(No Cost Proposal\)*](#)

Please Upload your RFP Response HERE. Do NOT including pricing in this area. There will be another place to upload your Cost Proposal.

*Response required

8.7.6. [Cost Proposal*](#)

Please upload your complete COST PROPOSAL here. Please make sure that this information is NOT included in the RFP Response Area.

*Response required

8.7.7. [References: Vendor to provide five \(5\) customer references for comparable services specified in this RFP from within the last five \(5\) years, including the company names, contact names, telephone numbers and emails of the contact persons. Three \(3\) of the references must be K-12 peers in an urban setting, nationally.*](#)

*Response required

8.7.8. *System Award Management Verification**

Please enter your company's Legal Name and/or dba Name:

*Response required

8.7.9. *Arizona Corporation Commission**

Please enter your company's Legal Name and/or dba Name:

*Response required