



**Notice of Request for Qualifications (RFQuals)
P22/10046L Construction Services**

**Project: Job Order Contract (JOC) for Repair, Renovation, Replacement and JOC Qualified
New Construction**

Pima County Community College District ("College" or "District") is conducting a competitive Two Step solicitation process to select qualified construction managers/general contractors to provide construction services for the Pima Community College Job Order Contracting program.

DUE IN: The deadline for receipt of sealed Statement of Qualifications (SOQs) is: **January 26, 2022 at 3:00 P.M. (AZ Time)**. Statement Packets must be electronically submitted by this deadline to the following location - EMAIL: do-bids-proposals@pima.edu ****ELECTRONIC SUBMITTALS REQUIRED**** - Any packet received after the DUE IN and OPEN date and time listed above will be returned and not considered.

PRE-SUBMITTAL CONFERENCE is **MANDATORY** and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **Friday, January 7, 2022 10:00 AM (AZ Time)** at the following link

Conference Link: <https://meet.google.com/efz-uoyc-vry?authuser=0&hs=122>

Call in Phone #: <tel:+1-209-651-5357> PIN 832 199 268#

QUESTIONS pertaining to this Request for Qualifications (RFQ) must be communicated in writing and be received via email below by **January 10, 2022 at 3:00 P.M. (AZ Time)**. Additional questions received after this date may not be answered. Questions must be sent to the email address below and should include the specified Procurement Analyst's name and solicitation number. Question(s) should include a reference to the appropriate page and section number of the solicitation document. **QUESTIONS AND ANSWERS** will be posted, if necessary, on the Pima Community College web page listed below by **January 19, 2022 at 5:00 P.M. (AZ Time)**:

Kevin Startt, Senior Procurement Analyst

do-bids-proposals@pima.edu

WINTER CLOSURE - The Procurement Office will be closed from Friday, December 24, 2021 through Friday, December 31, 2021 for Winter Break. The Procurement Office will reopen on Monday, January 3, 2022. Questions and communications received during the Winter Break closure will be reviewed after January 3, 2022.

Copies of the Request for Qualifications (RFQ), possible future addenda, questions and answers, and any related solicitation documents are available on the Pima Community College Website: <https://www.pima.edu/administration/contracts-purchasing/index.html>. It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the SOQ.

Terry Robinson, CPPO, CPPB, MBA
Director of Procurement and Payment Services
Pima County Community College District
Finance Office-Purchasing
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Tucson, Arizona 85709-1420

Publish-Daily Territorial and AZ Daily Star:
12/15/2021 & 12/22/2021

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- Exhibit 1 – Sample Job Order Contract**
- Exhibit 2 – Construction Contract General Conditions**
- Exhibit 3 – Job Order Contract Special Conditions**

Section 1: Introduction

Pima County Community College District (“College”) is seeking Statements of Qualifications from firms for Construction Services in accordance with the Scope of Work described herein. The College intends to form a team consisting of PCC representatives and construction partners that will work collaboratively to develop plans for this Job Order Contract, to meet the needs of the various user groups, delivered on-time and within budget. Prompt, concise communication is essential for project success especially with RFI’s, submittals, inspection etc. to ensure schedules are maintained and project delivery aligns with the academic calendar.

Request for Qualifications (RFQ)

***WINTER CLOSURE DATES:** The Procurement Office will be closed from Friday, December 24, 2021 through Friday, December 31, 2021 for Winter Break. The Procurement Office will reopen on Monday, January 3, 2022. Inquiries and communications received during the Winter Break closure will be reviewed after January 3, 2022.

This is a two-step process within a single solicitation.

Step One is intended to qualify, rank and shortlist general contractors who would move on to step two of the solicitation process. Evaluation will be based on the Contractor’s qualifications, capability, and availability to perform the required services, past representative projects, experience, and qualifications of the contractor’s team.

Step Two is intended for Pima Community College (PCC) to invite the qualified firms to submit Adjustment Factor Proposals. PCC will compose a list of qualified firms based upon the step one qualification and request Adjustment Factor Proposals from these firms. Contract Negotiations: PCC reserves the right to interview the top ranked construction firms; and select the highest ranked (most qualified) construction services firm to enter into negotiations of Adjustment Factors with for potential award of a Job Order Contract.

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

Cooperative Purchasing - Strategic Alliance for Volume Expenditures (S.A.V.E) - The Pima Community College JOC Program is a cooperative contract that is eligible for use by those members of the Strategic Alliance Volume Expenditures (S.A.V.E.) consortium of local governmental agencies **within the County of Pima**. Members include municipalities, counties, higher education, political agencies, fire districts, and school districts, all of which have an opportunity to utilize the Pima Community College Program, within Pima County. Membership is also available to non-profit organizations, the federal government, and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

Section 2: Scope of the Project

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the Owner. Job Order Contracting is typically used for repair, renovation, rehabilitation work, replacement in kind projects, and JOC qualified new construction. (as deemed necessary by the needs of the College.)

The SOQ should display clearly and accurately the capability, knowledge, experience and capacity of the Contractor to meet the requirements of this RFQuals-JOC.

The Contract Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

The Construction Task Catalog® and Technical Specifications will be made available to those Offerors selected for Step Two negotiations. Invitations (date, time and place) will be distributed to the highest ranked Offerors on the final list for a **mandatory** negotiations kick-off meeting after which Offerors will be given deadlines for submissions of their Adjustment Factors for which the Offeror may be awarded.

Following the Step One qualification, Step Two of the RFQuals process allows for qualified firms to submit four Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours, a second Adjustment Factor for performing work during Other Than Normal Working Hours, a third for performing work during Normal Working Hours with Federal Funds and a fourth for performing work during Other than Normal Working Hours with Federal Funds. The same four Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog®. Bidders will also bid a Non-Prepriced Adjustment Factor (totaling five Adjustment Factors) to be applied to Non-Prepriced Work.

Contract(s) will be awarded to the Contractor(s) that best qualify for the Contract(s) based upon the qualification criteria at the College's discretion.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The Owner will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

NUMBER OF CONTRACTS AND DISCIPLINES

1. GENERAL CONSTRUCTION

PCC #JOC 001, JOC 002, JOC 003, JOC 004, JOC 005, JOC 006

Pima Community College anticipates awarding up to six (6) Job Order Contracts to PCC qualified Contractors qualifying with Arizona Register of Contractors License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number:

- B1 General Commercial Contractor
- B2 General Small Commercial Contractor
- KB-1 Dual Building Contractor
- KB-2 Dual Residential and Small Commercial Contractor

2. PAVING/ INFRASTRUCTURE/ FLATWORK

PCC #JOC 007, JOC 008, JOC 009, JOC 010

Pima Community College anticipates awarding up to four (4) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- "A" General Engineering Contracting (Commercial)
- "KA" Dual Engineering

3. MECHANICAL

PCC #JOC 011, JOC 012, JOC 013, JOC 014

PCC anticipates awarding up to four (4) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- "A" General Engineering Contracting (Commercial)
- "B" General Contracting (Commercial)
- "KA" Dual Engineering

4. ELECTRICAL

PCC #JOC 015, JOC 016, JOC 017, JOC 018

PCC anticipates awarding up to four (4) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- “A” General Engineering Contracting (Commercial)
- “B” General Contracting (Commercial)
- “KA” Dual Engineering

5. PLUMBING

PCC #JOC 019, JOC 020, JOC 021, JOC 022

PCC anticipates awarding up to four (4) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- “A” General Engineering Contracting (Commercial)
- “B” General Contracting (Commercial)
- “KA” Dual Engineering

6. ROOFING

PCC #JOC 023, JOC 024, JOC 025

PCC anticipates awarding up to three (3) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- “C-42” Roofing

7. FIRE LIFE SAFETY

PCC #JOC 026, JOC 027, JOC 028

PCC anticipates awarding up to three (3) Job Order Contracts with Contractors qualifying with Arizona Register of Contractors (ROC) License Classifications of one or more of the following to provide the services requested. Contractor shall possess a current ROC license and provide his or her ROC license number.

- “C-16” Fire Protection Systems

PCC TABLE OF DISCIPLINES

Discipline	Number of Contractors: Up To	PCC Estimated Annual Contract Value (per Contractor)
General Construction	6	\$400,000.00 Each
Paving/ Infrastructure/ Flatwork	4	\$75,000.00 Each
Mechanical	4	\$200,000.00 Each
Electrical	4	\$150,000.00 Each
Plumbing	4	\$30,000.00 Each
Roofing	3	\$75,000.00 Each
Fire Life Safety	3	\$50,000.00 Each

If a Contractor is eligible to respond to multiple Contract disciplines, then the Contractor may submit one bid package for multiple disciplines identifying which disciplines they are bidding on.

Construction services for each Contract may include, but not be limited to: installation, repair, and upgrades for facilities and sites for a wide variety of educational, governmental and not for profit agencies.

Whether or not Pima Community College (PCC) actually enters into any contract and work is awarded under the contract are at the PCC discretion. Further, PCC will use any awarded contract on an as needed basis; it makes no guarantee as to its actual spending under resulting contracts.

There is not a guaranteed Minimum Contract Value. The Annual Contract Value is an estimate. The Contractor is not guaranteed to receive the Estimated Annual Value. The Owner has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value. If deemed to be in the best interest of the College, the Annual Contract Value may be increased.

The Minimum Contract Value of Job Orders to be issued under each term of the Contract shall be \$0.00.

Contract Term: The Base Term of the Contract is one year. There are four bilateral Option Terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is one year, total contract length not to exceed five years.

The Owner and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

Adjustment Factors: (To be completed as part of Step-Two.)

As part of Step Two, PCC invited contractors will propose Adjustment Factors following the Step One qualification process. Qualified offerors determined from this Request for Qualification will be identified on a short list. Those deemed qualified, identified on a short list, will be invited to submit Proposed Adjustment Factors, and then have their proposed Adjustment Factors evaluated by the Pima team. Negotiations will commence at the discretion of the Pima evaluation team. Offeror shall NOT submit Adjustment Factors with their Statement of Qualification.

If unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list, the negotiations will be terminated. Negotiations may be undertaken with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.

There are four Pre-priced Adjustment Factors for this Contract and one Non Pre-priced Adjustment Factor. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

The Adjustment Factors are as follows:

- a. Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 4:00 pm except Owner holidays.
- b. Other Than Normal Working Hours Adjustment Factor: Monday through Friday 4:01 pm to 6:59 am and all-day Saturday, Sunday and Owner holidays.
- c. Normal Working Hours (Federal Funds) Adjustment Factor: Monday through Friday 7:00 am to 4:00 pm except Owner holidays.
- d. Other Than Normal Working Hours (Federal Funds) Adjustment Factor: Monday through Friday 4:01 pm to 6:59 am and all-day Saturday, Sunday and Owner holidays.
- e. Non Pre-priced Task Adjustment Factor: for Non Pre-priced Tasks.

The Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors.

The Non Pre-priced Task Adjustment Factor must be greater than or equal to 1.0000.

For Adjustment Factor evaluation purposes only, the following work distributions shall be used to determine the Evaluation Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours	55%
Other than Normal Working Hours	25%
Normal Working Hours (Federal Funds)	10%
Other than Normal Working Hours (Federal Funds)	5%
Non Pre-priced	5%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Offerors who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their Proposed Adjustment Factors will be rejected.

Schedule Summary

Job Order Contract	
Advertisement of RFQ	<i>December 15, 2021</i>
Pima CC Winter Break - CLOSED	<i>December 24, 2021 thru January 2, 2022</i>
Pre-Qualification Conference	<i>January 7, 2022</i>
RFQ Due Date	<i>January 26, 2022</i>
Final Qualified List Announced and Pima Request for Adjustment Factors Proposal	<i>April 5, 2022 (Estimated)</i>
Step two: Submittal of Adjustment Factors Proposal	<i>April 19, 2022</i>
Adjustment Factors Evaluation	<i>April 20, 2022 to April 26, 2022</i>
Estimated Letter of Intent to Award released	<i>May 19, 2022 (Estimated)</i>

Section 3: Solicitation Terms and Conditions

- 1. Statement of Qualifications Opening.** SOQs will be opened publicly by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Only the list of Offerors submitting SOQ's will be available for public inspection prior to award. No other information will be released until time of award. Solicitation information and results will not be given in response to telephone inquiries. Requests to attend the virtual public opening must be emailed to do-bids-proposals@pima.edu
- 2. Effective period of SOQ and Adjustment Factors Proposal.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a submittal in response to this RFQ to be valid and irrevocable for one hundred twenty (120) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
- 3. Withdrawal.** Statements of Qualifications may be withdrawn until the date and time of the Opening. SOQs may not be withdrawn for one hundred twenty (120) days after the Opening.
- 4. Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via e-mail as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.
- 5. Addenda.** Any change to the solicitation SOQ will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage

listed on the Cover page of this SOQ. Other than official numbered addenda issued by the office of the Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.

- 6. Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
- 7. Acceptance or Rejection of Statements.** The College reserves the right to waive any formalities and to reject any or all SOQs or any part(s) thereof, and/or to accept any SOQs or any part thereof and/or to cancel the request for SOQs . The College also reserves the right to reject the SOQs of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the SOQs.
- 8. Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a SOQs.
- 9. Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.
- 10. Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.
- 11. Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
- 12. Pre-Submittal Conference.** The date and time of a mandatory SOQ Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. Questions may be submitted in writing via e-mail as noted on the Cover page.

13. Step One-Statement of Qualifications and General Provisions.

- a. **Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFQ submittal and required documents will constitute Contractor's Statement of Qualification and accept the terms of the subsequent contract, which will incorporate this solicitation.
- b. **Cost of Preparation of SOQ.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Qualifications will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
- c. **Accuracy.** It is the responsibility of all firms to examine the entire RFQ solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of Statement of Qualifications. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the proposal/offer and may result in rejection.
- d. Before submitting a Statement of Qualifications (SOQ), each offeror shall examine the Request for Qualifications, Contract and General Conditions Between Owner and Contractor, Contract Special Conditions, and all other documents comprising the Contract Documents, and fully inform him or herself of all existing conditions and limitations. The failure of any offeror to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any offeror from obligations with respect to his or her submittals or the Contract Documents.
- e. Step one Statement of Qualifications shall be made only upon the Forms and documents provided therefor or requested herein. All blank spaces in the forms shall be filled in completely. If some spaces do not apply, so state. The signature shall be in longhand and shall be that of an individual legally authorized to sign such form and bind the offeror. The completed forms shall be without interlineation, alteration, or erasure.
- f. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, fax or telephonic proposals or modifications shall be considered.

14. Step Two, Adjustment Factors Proposal and General Provisions.

- a. Before submitting a Statement of Qualifications (SOQ), each offeror shall examine the Request for Qualifications, Contract and General Conditions Between Owner and Contractor, Contract Special Conditions, and all other documents comprising the Contract Documents, and fully inform him or herself of all existing conditions and limitations, and include in the Adjustment Factors Proposal for work required by the Contract Documents. The failure of any offeror to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any offeror from obligations with respect to his or her submittals or the Contract Documents.
- b. As part of Step Two, Adjustment Factor Proposals shall be made only upon the Proposal Forms and only submitted as part of the PCC identified shortlist of qualified Contractors that are invited by PCC by invitation to Step Two. All blank spaces in the forms shall be filled in completely. If some spaces do not apply, so state. Adjustment Factors shall be stated both in writing and in numerals and, in case of any discrepancy between the two, the amounts in writing shall take precedence. The signature shall be in longhand or electronic signature (as allowed) and shall be that of an individual legally authorized to sign such form and bind the offeror. The completed forms shall be without interlineation, alteration, or erasure.
- c. As part of Step Two, the invited contractors will be required to attend a mandatory Negotiations meeting where Pima Community College will review the Step Two submittal process and requirements.

- d. The Adjustment Factors Proposal (Contract): Adjustment Factors shall take into consideration the furnishing of all materials, plant, equipment, tools, and all other facilities called for in the Contract Documents, and the performance of all labor and services necessary or proper for the completion of the JOC, except such as may be otherwise expressly provided for in the Contract Documents.
 - e. The Adjustment Factors Proposal Form must be used without alteration.
- 15. Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.
- 16. Protests** are filed with the Procurement Director, Pima County Community College District (College), within 10 calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

Section 4 Instructions

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

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

The College is currently **NOT** accepting "hardcopy" solicitation responses via mail or drop-off at District Office. District Office has been temporarily closed to the public. The College will only accept solicitation responses electronically via submission to the following email address and must be received at do-bids-proposals@pima.edu by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All SOQ materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.

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

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

Tab 1: Cover Letter

All SOQ responses must include the following:

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

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

Tab 2: Required Submittal Forms

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

For Step One of this solicitation, the Offer will complete each of the below **seven (7) Required Submittal Forms**, and organize the forms in the following order:

1. Offer Form
2. Certification Form
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
 - a. Relatives Substantial Interest
 - b. Boycott of Israel
 - c. Legal Worker Verification Requirement
 - d. Status With Regard To Debarment, Or Suspension By Any Governmental Entity
 - e. anti-lobbying certification and disclosure
5. Appendix Form
 - a. Litigation
 - b. Cancelled, Debarred or Suspended
 - c. Prior Use
 - d. Subcontract, Third Party
6. Subcontractor Selection Plan Form
7. Non-Collusion Affidavit Form

Tab 3: Statement of Qualifications (SOQ) Forms

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

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

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

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

1. All SOQ materials must be clearly marked with the Request for Qualifications (RFQ) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete SOQ submittals are received at do-bids-proposals@pima.edu by the Due Date and Time (deadline) stated on Cover Page of this RFQ solicitation or as changed by a solicitation addendum.
3. The firm is responsible for the submittal of their SOQ packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Statement of Qualifications or SOQ modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a SOQ in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the solicitation Due Date and Time.
6. SOQ Packet must be compiled in the following order:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Tab 3: Statement of Qualifications (SOQ) Forms

Section 5 Selection Process, Evaluation Criteria, Interviews, Negotiations

Types of Selection Processes

The selection process may entail a two-step process.

Under a Two-Step process, a qualified selection committee will shortlist the Offerors based on the evaluation scores of the SOQs. The short-listed Offerors may be invited to participate in Step Two, which could include a Presentation/Interview with the intent of selecting the most qualified firm to enter into negotiations for submittal of the Adjustment Factors Proposal.

Overview of Step One of the two step Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Qualifications.
2. The selection committee will determine the firms to be on the shortlist by evaluating the Statements of Qualifications that are submitted in response to this request for qualifications. Following the evaluation and ranking of SOQs, the College may, at its discretion, interview the top ranking firms.
3. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
4. The College will shortlist firms based only on the scores resulting from the evaluation of the SOQs, and interviews (as deemed necessary).

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

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

Evaluation Criteria	Maximum Points
A. Firm's Qualifications and Experience	25
B. Past Representative Job Order Contract Projects	25
C. Project Team's Qualifications and Experience	20
D. Understanding of the Scope of Work	15
E. Management of the Scope of Work	15
Total Possible Points – Step One	100

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

Clarifications: The College may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

Overview of the Step Two Selection Process

5. The College will require short listed, qualified contractors submit an Adjustment Factor Proposal. Upon PCC review of the step two Adjustment Factor Proposal, the College will enter into negotiations with top ranked firms to establish a qualified list of firms in each category. Following the College's step one and step two, the College will determine a list of qualified contractors that meet the needs of the college and execute JOC contracts at an estimated maximum value.
6. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Statement of Qualifications.
7. Negotiations may be conducted with the highest qualified person or firms on the final list in accordance with the intended number of awards per discipline. The final list shall be created by the Selection Committee according to the ranking of firms based on the scoring of the evaluation criteria. If interviews are held, the final list shall be created by the Selection Committee according to the ranking of firms based on the scoring of the criteria from the interview process.

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

Section 6: Contract Award and Execution

A. GENERAL

1. As the final part of the step two process, the College will execute the award process with the qualified offers on the final list. The award process of this solicitation process will consist of the issuance of a sample JOC Construction Contract including applicable Facilities Guidelines and Project Management Administrative Procedures.
2. Upon execution of the contract, a copy of this RFQ will be attached to the contract and all conditions of this RFQ will become conditions of the contract unless specific conditions of the RFQ are deleted by other terms of the contract.
3. PCC may enter into up to twenty eight (28) contracts with the highest qualified persons or firms on the final list for this Request for Qualifications. An Offeror may be awarded one (1) or more at the discretion of the College.

B. FINANCIAL STABILITY

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

C. AGREEMENT AND BONDS

The form of agreement which the successful offeror will be required to execute, and the forms and amounts of surety bonds required at the time of execution of the agreement, are included in the Contract Documents and must be carefully examined by the offeror.

All sureties must be authorized to do business in Arizona, listed on the U.S. Department of Treasury's list of approved sureties, and must be satisfactory to the Owner. No individual sureties are acceptable. The successful offeror must furnish the required bonds and insurance certificates as requested by Owner.

Bid Bond: A Bid Bond is required at the time of the Step two Proposed Adjustment Factors. The required bond is \$5,000 for which the Contractor is submitting their proposal, must be accompanied by the Offeror Bond Form and be issued by a Surety licensed to do business in the State of Arizona.

Payment and Performance Bonds:

Payment and Performance Bonds shall be required on all Job Orders in excess of \$50,000. Each of these bonds will be required ONLY from the awarded Contractor upon award of a specific Job Order in excess of \$50,000; unless, the scope of the work and the associated risk deem that requiring bonding for projects less than \$50,000 is in the best interest of the College. The successful offeror will commence work within five (5) days after issuance of the Notice to Proceed. By submission of a Proposal, an offeror will be deemed, and agrees to be so treated, to have actual notice of every term of every Contract Document.

Additionally, prior to the award of the JOC Contract, the Contractor shall provide a Letter of Bond Ability by a Surety licensed to do business within the State of Arizona declaring the Contractor has the ability to bond up to the maximum amount of the awarded contract(s). Proof of ability to bond (by letter of Bond Ability) and proof of necessary insurance will be required within ten (10) days after issuance of the Notice of Intent to Award.

- D. **NON-COLLUSION AFFIDAVIT**
The successful offeror, before the award of the Contract, shall submit to the Owner non-collusion affidavits covering the offeror and all subcontractors.
- E. **WITHDRAWAL OF STEP ONE STATEMENT OF QUALIFICATION**
Any offeror may withdraw his or her SOQ, either personally or written request (emailed), at any time before the scheduled closing time for receipt of SOQ. No SOQ may be withdrawn for at least one hundred twenty (120) days after the date the SOQs are opened, nor may any SOQ be withdrawn between the scheduled closing time for receipt of SOQs and the time the SOQs are actually opened.
- F. **WITHDRAWAL OF STEP TWO ADJUSTMENT FACTORS PROPOSAL**
Any offeror may withdraw his or her Adjustment Factors Proposal, either personally or written request (emailed), at any time before the scheduled closing time for receipt of the step two Adjustment Factors Proposal. No Proposal may be withdrawn for at least one hundred twenty days (120) days after the date the Proposals are opened, nor may any Proposal be withdrawn between the scheduled closing time for receipt of Proposals and the time the Proposals are actually opened.
- G. **INTERPRETATIONS AND ADDENDA**
Prospective offerors shall have an opportunity to submit questions or request clarifications to drawings or other Contract Documents in writing to the Owner regarding the Project. The due date for these questions or clarifications is specified on the cover of the RFQ for the project. The Owner shall post a response or Addendum to the Bid documentation on the College website under the Proposal Number. The offeror submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written addenda. Receipt of any addenda so issued during the solicitation shall be included in the proposal and shall be acknowledged in the Proposal and be made a part of the Contract Documents.
- H. **ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES**
If the vendor or any of the vendor's employees participating in this solicitation need, or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College Procurement Analyst, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- I. **NOTICE TO PROCEED**
Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.
- J. **EVIDENCE OF INSURANCE COVERAGE**
Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Conditions of this solicitation.
- K. **JOB ORDER CONTRACTING SOFTWARE**
The OWNER selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary JOC System Software, eGordian®, and JOC applications (JOC Applications), construction cost data and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including preparation and submission of Job Order Proposals, subcontractor lists, and

other requirements specified by the OWNER. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the OWNER is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay associated fees noted below to obtain access to the Gordian JOC Solution.

L. ADMINISTRATIVE AND COOPERATIVE FEES

Other agencies and purchasing cooperative members (Entities) within the County of Pima may purchase construction services from the Contractor utilizing this Contract through a cooperative purchasing arrangement as approved by the Owner. The Contractor acknowledges that The Gordian Group, Inc. will administer this Contract for other County agencies and cooperative program members through its ezIQC® system and its subsidiary EZIQC, LLC and that the Owner has no obligation to administer Work performed for other entities.

The Contractor shall inform the Gordian Group, Inc. of requests for Work by other County agencies and cooperative program members by entering new project information in the ezIQC® website at <http://www.eziqc.com>. The Contractor shall not collect information from other entities on forms or websites other than at <http://www.eziqc.com>. The Contractor may input new project information on the ezIQC® web site on behalf of an Owner.

The Contractor agrees to pay Gordian a 6.25% license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. *To compensate the Contractor for the 6.25% ezIQC® License Fee, the Contractor's Adjustment Factors will be adjusted by dividing the proposed Adjustment Factors by 0.9375.*

The Adjustment Factors for ezIQC® Projects, calculated on the proposal form prior to Contract award, include the License Fee. Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.

Should Gordian, or any applicable tax authority, conclude that any sales and/or use tax shall be imposed on any part of the of the transactions contemplated herein, said tax shall be collected from Contractor, in addition to the fees set forth herein, and remitted by Gordian.

The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.

The Owner and Gordian authorize the Contractor the use of Gordian's names, logos, trademarks, and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").

The Contractor shall remit License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc

Mail Checks to: PO Box 79341

Baltimore, MD 21279-0341

The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.

Section 7 - Required RFQ Submittal Forms

Offer Form

TO: Pima County Community College

FROM: _____

The Undersigned hereby agrees this Statement of Qualifications is submitted in good faith and may not be withdrawn.

The undersigned, understands participation in the second step of this solicitation processes is required, if SOQ is shortlisted during step one.

The undersigned will participate in a solicitation process for the Delivery Method: Job Order Contract.

The second step of this solicitation will contain a sample contract, standard terms and conditions and further documents to govern the *relationship* by and between the College and Contractor.

Contractor may be granted the opportunity to enter into negotiations with the College to provide the required service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

Authorized Signature/Date _____

Print Name _____

Title _____

Certification Form

In response to RFQ No. JOC TBD Title: General Contractor Services this Statement of Qualifications is submitted by: _____,

(Company Name)

- a corporation organized and existing under the laws of the State of _____;
- a partnership, registered in the State of _____, and consisting of _____;
- an individual trading as _____;

located at _____

Federal Tax Id No. _____

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this SOQ and agrees to comply with the terms, conditions and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The SOQ will remain in effect for a period of one hundred twenty (120) calendar days as of the Due Date for SOQs to the RFQ.

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

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

Addendum No.	Date:	Addendum No.	Date:

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

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

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

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

Authorized Signature/Date _____

Print Name _____

Title _____

Confidential and/or Proprietary Declaration Form

Company Name _____

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

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

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

If the SOQ contains **NO** confidential/proprietary information, a statement to that effect must be provided.
_____(initial) Contractor certifies this SOQ contains NO confidential and/or proprietary information.

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

Authorized Signature/Date _____

Print Name _____ Title _____

Mandatory Certifications Form

Company Name _____

A. Conflict of Interest Certification

_____(*initial*) The Offeror certifies that to the best of his/her knowledge there is **NO** officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Statement of Qualifications.

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

First, Last Names	Title

B. Boycott of Israel Certification

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

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

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

C. Worker Eligibility Verification

In accordance with the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any Contractor who fails, or whose subcontracts/sub-recipients fail, to comply with A.R.S § 23-214 governing the employee verification requirements through the federal e-Verify program.

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

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

Upon request, the College will have the right to inspect the papers of each Contractor, subcontractor or any employee of either who performs work hereunder for the purposes of ensuring that the Contractor or subcontractor is in compliance with the warranty certification set forth herein.

Authorized Signature/Date

Print Name

Title

Appendix Form

Company Name _____

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

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

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

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

- d. **Subcontract, third party agreement,** or the like to perform under their SOQ: the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed.

Authorized Signature/Date _____

Print Name _____

Title _____

Subcontractor Selection Plan

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.
If needed, please expand answer space provided to complete response.

1. Provide your subcontractor selection plan including the qualification-based selection criteria your firm plans on implementing for this contract. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price, but shall not be based upon price alone).

2. Describe your firm's current data base of subcontractors- include documents pertaining to the overall management plan, how it is kept up to date for criteria such as performance, safety, quality and other factors like customer service. The documents should include evidence of the plan's purpose, scope, general requirements, procedures to pre-qualify subcontractors, evaluations for safety, and final rating for acceptance into your firm's database of subcontractors.

3. Describe your firm's process for recruiting and accepting new subcontractors, particularly in the local communities where work will be performed. Include documents such as a new subcontractor information or pre-qualification form.

4. Describe your firm's process for addressing issues with subcontractor's such as lack of manpower, falling behind in the schedule, lack of planning, and/or financial problems. Please use specific examples not general statements.

5. Describe your firm's process for educating subcontractors to the State's Job Order Contracting process and ensuring/enforcing the guidelines and rules for projects. Describe your site's communication process with their team of subcontractors to address general safety, project rules, daily check-in's, updating the schedule, document changes, questions for the Owner and/or Architect.

6. Describe your firm's ability to maintain coordinated subcontractor efforts when a project does not contractually require 100% supervision. How does your firm's up-front selection plan affect this aspect of the project?

Section 8 - Statement of Qualifications

(SOQ) Forms

Instructions:

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

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

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

The tab pages will be used to reference each section and can be used for pictures or art work. Appendices may be attached as back up information; 254 & 255 forms are **not** required.

The College has attempted to streamline the amount of required information as noted on each Form. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

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

Note: Additional copies of forms may be made as necessary to provide a complete response.

Copies of forms in Word format are available for download from the webpage under the heading for this solicitation.

(1) Firm's Qualifications and Experience Form

This evaluation criteria is twenty-five (25) points maximum.

Company Name _____

- A.** How many years has this business been in existence under its present ownership? _____
- B.** What was the total amount of Construction Project-related/Prime General Contractor work your firm has completed in the following calendar years?
2020: Number of contracts _____ Total contract values\$: _____
2019: Number of contracts _____ Total contract values\$: _____
2018: Number of contracts _____ Total contract values\$: _____
2017: Number of contracts _____ Total contract values\$: _____
- C.** By dollar value, approximately what percentage of work is:
Educational _____%, Commercial _____% Government _____%
- D.** List the licenses held by the firm issued by the Arizona Registrar of Contractors:
License Number _____ License Classification _____ Expiration date: _____
License Number _____ License Classification _____ Expiration date: _____
License Number _____ License Classification _____ Expiration date: _____
License Number _____ License Classification _____ Expiration date: _____
License Number _____ License Classification _____ Expiration date: _____
- E. Estimating Complex Phased Projects:** Describe the firm's qualification and experience with estimating large-scale, complex projects constructed in multiple, substantial phases. (Response should not exceed one (1) page. Attach response to this form, title response F. Estimating, Complex Phased Projects.)
- F. Unique Attributes:** Describe why the firm is especially qualified to perform the requested services. Include any unique qualifications, experience, equipment and/or resources of the firm that would be highly beneficial to this project. (Response should not exceed two (2) pages. Attach response to this form, title response H. Unique Attributes).

(2) Past Representative Projects Form

This evaluation criteria is twenty-five (25) points maximum. This form should not exceed two (2) pages.

Company Name _____

Instructions: Provide at least four Owner/User references on projects listed in Section 1 and/or significant projects listed in Section 2. **Only** provide references for projects listed in Sections 1 and/or 2. References will be checked for short-listed firms. Provide in the form below **all** of the following information for **each** reference:

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

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

(4) Understanding of the Scope of Work Form

This evaluation criteria is fifteen (15) points maximum. This form should not exceed three (3) pages.

Company Name _____

- A.** What benefits will the team bring to the project during the Pre-Construction Phase?
- B.** What benefits will the team bring to the project during the Construction Phase?
- C.** Identify the person/group that will be responsible for cost estimating, creating and maintaining the Cost Estimate/Model throughout the Project? What methods and resources are used to develop the Cost Estimate/Model and how do you propose to reconcile the costs when there are discrepancies with the design professional's cost estimate?

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

This evaluation criteria is fifteen (15) points maximum.

Company Name _____

- A. Process:** Describe on-going processes, such as TQM, used by the firm to improve its level of service. Describe your Quality Control and Quality Management. Summarize your approach to quality control and quality assurance during construction administration.
- B. Schedule:** Provide your schedule control and compliance process. Summarize your firm's schedule control process to be used in order to meet the identified schedule during design and during construction administration. Provide information on your data management, including RFI, ASI and submittal reviews.
- C. Budget:** Budget method and cost control. Define how change orders and other potential additional cost during the construction phase will be avoided and controlled.
- D. Documents:** Describe the methods used by the firm to check the quality and completeness of the firm's construction documents, such as coordination checklists and coordination review meetings.

Section 9 - RFQ Completion Checklist

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

Cover Letter

RFQ Submittal Forms

Offer Form
Certification Form

Confidential and/or Proprietary Declaration Form

Mandatory Certifications Form

- a) Conflict of Interest
- b) Boycott of Israel
- c) Worker Eligibility Verification

Appendix Form

- a) Litigation
- b) Canceled, Debarment and Suspension
- c) Prior Use
- d) Subcontract, Third Part Agreement

Subcontractor Selection Plan Form
Non-Collusion Affidavit Form

Step 1: Statement of Qualifications (SOQ) Forms

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

Step 2: Adjustment Factors Proposal Forms: Supplied only for those offerors in the Step 2 process

- A. Adjustment Factors Proposal Form
- B. Proposer Bond Form
- C. Proposer's Information Form

- SAMPLE FORMS: To Be Supplied to and Completed by Successful Proposer Upon Award of Contract**
 - A. Performance Bond
 - B. Payment Bond
 - C. Contractor's Affidavit of Release of Liens

Appendix A – Supplementary Conditions

Federal Funded Projects

NOTE: These Supplementary Conditions apply to Federal funded Owner projects. The Owner anticipates that most projects performed thru the Job Order Contracting program will not be Federal funded.

SUPPLEMENTARY CONDITIONS – FEDERAL GRANT FUNDING

The Agreement/Contract (collectively, “Contract”) may be funded in whole or in part by federal grant funding received by The Owner from any Federal funding sources. Therefore, Consultant/Contractor (collectively, the “Contractor”) must comply with all federal laws and regulations applicable to the receipt of Federal grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the Contractor’s performance of the work or services covered by the Contract (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all Federal-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner request that would cause the Owner to be in violation of these Federal terms and conditions or any other federal law or regulation applicable to the receipt of Federal grants. If any provision of the Contract shall be such as to effect noncompliance with any Federal requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, the Contractor agrees to the following specific provisions:

1.1 Debarment

- .1 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .2 The Owner will ensure the Contractor and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing a contract.

1.2 Cost Plus Percentage Not Allowed

- .1 Notwithstanding any provisions in the agreement to the contrary, the Contractor and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on sub-contractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.3 Additional Federal Contracting Requirements

- .1 The Contractor must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

- .2 The Contractor must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- .3 The Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
- .4 The Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- .5 The Contractor must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
- .6 The Contractor must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- .7 The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- .8 The Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- .9 The Contractor must provide reporting as specified in the plans, specifications and deliverables section of the contract.
- .10 The Owner shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- .11 The Owner shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.
- .12 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or

any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- .13 The Contractor must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- .14 The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- .15 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- .16 The Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- .17 The Owner is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the Contractor's compliance with the terms of the Contract.
- .18 The Contractor must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Contract.
- .19 If the Contractor collects PII (Personally Identifiable Information) in connection with the Project, the Contractor is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
- .20 The Contractor must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- .21 The Contractor must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- .22 The Contractor must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair

Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- .23 The Contractor must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
- .24 The Contractor must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- .25 Unless otherwise provided by law, the Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- .26 The Contractor must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
- .27 The Contractor must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
- .28 The Contractor must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
- .29 The Contractor must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.
- .30 The Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

- .31 The Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- .32 The Contractor must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- .33 The Contractor must acknowledge and agree—and require any sub-contractors, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
 - a. the Contractor must cooperate with any compliance review or complaint investigation conducted by DHS;
 - b. the Contractor must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;
 - c. the Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
 - d. the Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
 - e. if, during the past three years, the Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Contractor must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
 - f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Contractor, or the Contractor settles a case or matter alleging such discrimination, the Contractor must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA or other Federal granting office).
- .34 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .35 Small and Minority Businesses: The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section. http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1321&rgn=div8

- .36 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- .37 The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- .38 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- .39 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- .40 The Contractor shall provide reporting as specified in the plans, specification and deliverables section of the contract.
- .41 The Owner shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- .42 The Owner shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.
- .43 The City, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- .44 The Contractor shall maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- .45 The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- .46 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

The United States has the right to seek judicial enforcement of these obligations.

