REQUEST FOR QUALIFICATIONS 45-293
ARCHITECT SERVICES FOR PREVENTIVE
AND UNPLANNED MAINTENANCE PROJECTS,
AND OTHER PROJECTS AS NEEDED

DATE ISSUED: December 19, 2014

YAVAPAI COLLEGE
1100 E. SHELDON STREET
PRESCOTT, ARIZONA

REQUEST FOR QUALIFICATIONS FOR
ARCHITECT SERVICES FOR PREVENTIVE
AND UNPLANNED MAINTENANCE PROJECTS,
AND OTHER PROJECTS AS NEEDED AT ALL YAVAPAI COLLEGE LOCATIONS

DUE DATE/ TIME:  2:30 P.M., MST, Wednesday, January 28, 2015
Offers will be received at the YC Purchasing Department until exact time indicated. Time will
be determined by using www.time.gov website, Mountain Standard time zone (non-Daylight
Savings Time, Arizona).

A MANDATORY Pre-Submittal Conference is scheduled for 2:30 p.m., MST, Tuesday, January 13,
2015 at the Prescott Campus in Prescott, Arizona, Building 20. Attendance is mandatory for those
who desire to submit a Proposal. The YC Director of Facilities will be available to discuss the
Project.

Time and Date of Mandatory Pre-Submittal Conference 2:30 p.m., MST, 01/13/15
Deadline for Inquiries 2:30 p.m., MST, 01/21/15
Time and Date Set for Submittal 2:30 p.m., MST, 01/28/15
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The Attachments, Forms, Acknowledgments, and General Information and Instructions are part of the Request for Qualifications and the terms, conditions and criteria therein must be met by any Proposer.
ACKNOWLEDGMENT OF RECEIPT

Description: REQUEST FOR QUALIFICATIONS 45-293
ARCHITECT SERVICES FOR PREVENTIVE AND UNPLANNED MAINTENANCE PROJECTS AND
OTHER PROJECTS AS NEEDED
AT YAVAPAI COLLEGE LOCATIONS

Due Date of RFQ: 01/28/15 @ 02:30 MST (Arizona Time)

Please fill in the requested information below as acknowledgment that you have received the Request for Qualifications noted above. If your firm is interested in participating, it is necessary that this sheet be completed and returned by faxing to the Yavapai College Procurement and Contract Management at 928-776-2193. By doing this, we will be able to provide notification to you of any addendums to the RFQ.

Name of Firm: ________________________________
Address: ________________________________
City: ________________________________
State: ________________________________ Zip: ____________
Fax #: (____) ________________________________ Tel. #: (____)
E-Mail Address: ________________________________
Name: (Print) ________________________________ Title: ________________________________
Signature: ________________________________ Date: ________________________________
YAVAPAI COLLEGE

The mission of Yavapai College is to provide high-quality, convenient and cost-effective learning opportunities for the diverse population of Yavapai County. The college’s service area is Yavapai County which encompasses 8,000 square miles. Founded in 1966, the college currently enrolls about 15,000 students annually in credit and non-credit classes at numerous sites throughout the county. Approximately 88% are county residents, and 7% are residents of other Arizona counties.

Our campus locations are:

Prescott Campus
1100 E. Sheldon Street
Prescott, AZ 86301

Verde Valley Campus
601 Black Hills Drive
Clarkdale, AZ 86324

Prescott Valley Center
6955 Panther Path
Prescott Valley, AZ 86314

Sedona Center
4215 Arts Village Drive
Sedona, AZ 86336

Chino Valley Agribusiness Center
2275 Old Manor Way
PO Box 4048
Chino Valley, AZ 86323

Career & Technical Education Center (CTEC)
220 Ruger Road
Prescott, AZ 86301

PART I: REQUEST FOR QUALIFICATIONS

YAVAPAI COLLEGE
REQUEST FOR QUALIFICATIONS (RFQ)

Yavapai College extends an invitation to interested and qualified firms or individuals to submit formal sealed qualifications to provide architect services as described herein.

Proposals shall be marked as follows:

Submitting Firm:
Project Name: Architectural Services for Preventive and Unplanned Maintenance Projects and Other Projects as Needed
RFQ Project Number: 45-293
Attention: Ryan Bouwhuis, Purchasing
Time/Date Due: 2:30 p.m., January 28, 2015

Formal sealed qualifications need to be either hand delivered or express mailed and addressed and delivered to Purchasing, Building 7 Reception Desk to:

Yavapai College
Attention: Ryan Bouwhuis
Purchasing and Contracting
1100 E. Sheldon Street
Prescott, AZ 86301

Telegraphic, telephonic, e-mail or telecopy (FAX) submittals or modifications of submittals will not be considered. PROPOSALS RECEIVED AFTER THE TIME AND DATE SET FOR SUBMITTAL WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE SENDER UNOPENED. Each Proposer is
solely responsible for the delivery of its Proposal to the above location by the time and date specified. If a Proposer elects to submit its Proposal by mail, the Proposal must be received in YC Purchasing by the time and date due. YC is not responsible if U.S. Mail or YC Mail Services fails to make a delivery on time.

**This proposal is open until 2:30 p.m., MST, *Wednesday, January 28, 2015*, at which time a representative of Purchasing will announce publicly only the names of those firms or individuals submitting qualifications. No other public disclosure will be made until after the award and execution of the contract.**

**BUILDING LOCATIONS**
Purchasing is in Building 7 (1100 E. Sheldon Street, Prescott, AZ 86301) located in the southeast area of the campus.

Building 20 at the Prescott campus is across the street (Sheldon Street) from the main campus.

**YAVAPAI COLLEGE**

Mr. Ryan Bouwhuis
Senior Procurement Specialist
PART II: PURPOSE AND PROJECT VISION

Purpose

The purpose of this Request for Qualifications (RFQ) is to provide a common understanding of the professional architectural services required for preventive and unplanned maintenance of facilities as well as other projects as needed at all (six) Yavapai College locations for a term of at least three years.

In addition to providing architectural services for College preventive maintenance, the College may use the same firm(s) to complete and provide full design services for unplanned maintenance as well as other projects as they arise, at the discretion of the College.

Yavapai College invites Architectural Firms with preventive and unplanned maintenance experience and design construction experience (preferably at higher education institutions) to submit interest and qualifications for selection consideration.

The college may award contracts to more than one architectural firm as determined by the College to be in its best interest. The College will reserve the right to select any firm for its use on projects based on pricing, need, availability, amount of work needed in any particular time period or any other factor it deems necessary; the decision of the College to use any particular selected vendor will be final.

Selection of the Architectural Firm(s) will be conducted in a two phase process. The Architect must first obtain prequalification status through this (RFQ) application process. Firms pre-qualified and accepted will then be offered the opportunity to interview with the selection committee the week of February 2, 2015 (subject to change). The selected firm(s) will then enter into agreement(s) with Yavapai College for professional services using Standard AIA documents (as modified by the Arizona Risk and Retention Trust—the College’s insurer) as projects are assigned. It will be the responsibility of the selected firm(s) to complete the documents for submission and signature by the College. These contracts are as per attachment 8.

Background

The College has selected a Construction Manager General Contractor (construction manager at risk) firm to provide preconstruction and construction services for preventive and unplanned maintenance projects for fiscal years 14/15, 15/16, and 16/17. (The College’s fiscal year begins July 1 and concludes June 30).

Vision

The CMGC will work with the Facilities management team and in some cases, the College’s architects to schedule and implement a variety of improvements college-wide that were identified in a recently completed facilities condition index study. The budget for these projects is in the range of $0.5 million to $3.0 million dollars per fiscal year. The projects are categorized under the following headings: Site, Architectural, Mechanical, Electrical, Plumbing, Technical, and Life Safety.

The successful architectural firm(s) in this selection will be able to provide services at YC’s discretion for preventive maintenance projects including but not limited to those listed in Attachment 7. It is important to note that the project list is subject to change (either in scope or fiscal year in which it needs to be completed, or may be completed by another previously contracted architectural firm to complete) and that it represents only the estimated number and type of projects to be completed. Some items may be deleted from the list completely, and others may be added as the need arises.
Please note: The College has already contracted with an architectural firm for purposes of work to be done to complete the College’s Master Plan (master plan development and phase I construction work) for the next few years. The College may have additional varying needs for architectural services that do not necessarily fall into the category of master plan work or preventive and unplanned maintenance. The College reserves the right to use the services the firm(s) selected in this RFQ for other projects as needed as determined by the District to be in its best interests.

**Sustainability**
While the College does not require LEED certification for their construction/design projects, sustainability is an important aspect of the program. The College will address this issue as applicable and feasible.

**Team Approach**
YC intends to form a team (consisting of the YC as the owner and the architectural firm) that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a “team” or “win-win-win” arrangement. Team members will focus on this over-all objective and not on protecting their own individual interests. The following will be the team goal:

YC has set the goal for the Project as completion of a quality Project meeting YC’s needs, within YC’s budget, within YC’s time schedule at a reasonable and appropriate cost to YC and with a reasonable and appropriate fee for the architect.

YC considers a team approach to be a critical qualification for the architect firm. The team approach may include a formal “partnering” arrangement.

The Proposal should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ, as well as pricing of fees.

**PART III: GENERAL INSTRUCTIONS**

**Definition of Terms**
As used in these instructions, the terms listed below are defined as follows:

“**Attachment**”: any item the Solicitation requires an Offeror to submit as part of the Offer.

“**The Request for Qualifications**”: a complete and properly signed proposal to do the Work of designated portion thereof for the sums stipulated therein, submitted in accordance with the RFQ Documents.

“**The College**”: Yavapai County Community College District

“**Contract**”: the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Contract and Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Solicitation Amendments (Addenda) or Contract Amendments; American Institute of Architects documents; and any terms applied by law.
“Contract Amendment”: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor”: any person who has a contract with Yavapai College.

“Days”: calendar days unless otherwise specified.

“Exhibit”: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity”: 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.

“Offer”: bid, proposal or quotation.

“Offeror”: a potential Contractor/Vendor who responds to a Solicitation; also referred to as a “bidder”.

“Procurement Officer”: the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

“Solicitation”: an Invitation for Bids (IFB), a Request for Proposals (RFQ), or a Request for Qualifications (RFQ).

“Solicitation Amendment (or Addendum)”: a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“Subcontract”: any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

“YC”: Yavapai College, including all locations.

Uniform Instructions to Offerors

Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

Pre-bid Conference. If a pre-bid conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

Final date for questions: Questions regarding this Request for Qualifications are to be directed only to the Procurement and Contract Management person identified herein. Questions must be submitted in writing or via e-mail. Final date for questions is January 21, 2015.
Exclusion of Vendors or Suppliers from Bidding: A vendor or Supplier may be removed or suspended from a campus’s list of potential bidders and be prohibited from participating in any of the bid processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other governmental entity. A vendor or Supplier may also be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after the unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. A vendor or Supplier excluded from bidding shall be relieved of the prohibition at any time after the 90-day minimum period, upon demonstrating to the campus’s satisfaction that the problems which resulted in the removal or suspension have been corrected.

OFFER PREPARATION

Forms: No Facsimile or E-Mail offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation are to be legible and contain the same information requested on the form. A facsimile or email shall be rejected.

Typed or Ink: Corrections. The Offer must be typed or in ink. The person signing the offer must initial erasures, interlineations or other modifications in ink. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law. Unreadable offers are considered non-responsive.

Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror’s intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of the intent to be bound, such as an original signature, shall result in rejection of the Offer.

Cost of Offer Preparation. The College will not reimburse any Offeror the cost of responding to a Solicitation.

Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.

Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

No extra or additional charges. There will be no additional charges paid by YC that are not identified in these documents.

Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by YC. Offers shall be open to public inspection after Contract award, except for such Offers or parts of Offers deemed to be confidential by YC. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons why that information should not be disclosed. (Please cite applicable law to support your position requesting non-disclosure.)

Certifications and Warrants: By signing the forms included in this RFQ packet, the offeror certifies and warrants that:

a) Non-collusion. The offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer.

b) Non-discrimination. The offeror does not and shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the Offeror does and shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to YC shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) Conflict of Interest. To the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Yavapai College who has, or whose relative has, a substantial interest in any contract resulting from this request.

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

d) Legal worker requirements for service and construction contracts: Pursuant to ARS 41-4401, the offeror warrants

1. their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection a.
2. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. that the government entity retains the legal right to inspect the documents of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

Failure to sign all forms included in the RFQ packet or signing with a false statement shall void the submitted proposal/offer and/or any resulting contract. In addition, the Supplier may be excluded from future bidding participation with YC and may be subject to such actions as permitted by law.

Bid Security: Bid security is not required with this request for qualifications.

If the Proposer is a corporation or other legal entity, the Proposal must be signed by the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract.

License in Arizona: All contractors engaged in YC general architectural services shall be licensed by the Board of Technical Registration in Arizona.
Yavapai County Office: The College’s evaluation team may assign additional points in scoring for those proposers who have established offices in Yavapai County. (Reference part IV: Selection Process, page 16).

Contract and Request for Qualifications (RFQ) forms for this project may include:

If selected as an Architect for the preventive and unplanned maintenance and/or additional projects that may occur during the term of this contract, the undersigned agrees to execute these forms of contract documents. The Proposer understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by YC may be a basis for rejection of the Proposer’s Proposal as non-responsive. The Proposer also understands that YC may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Proposer may be different from the form of contract documents referred to above, in which case the successful Proposer will be given the opportunity to review the changes.

This Request for Qualifications, any addenda to this RFQ issued by YC, and the Proposal of the successful Proposer(s) are included in the contract documents.

RESTRICTION ON COMMUNICATIONS
Proposers and members of their teams shall not communicate concerning this RFQ with the YC Project Manager, Selection Committee members, students, or employees of YC, except as stipulated in INFORMAL INQUIRIES and in INTERPRETATIONS AND ADDENDA below. Failure to abide by this requirement may result in rejection of the Proposer's Proposal.

WITHDRAWAL OF PROPOSALS
Proposals may be withdrawn either personally or by written request any time before the scheduled opening date and time, but not after.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL
No Proposer shall be permitted to submit more than one (1) Proposal for the same project. A proposer that has submitted a sub-consultant proposal to another Proposer is disqualified from submitting a Proposal for the Project as a Proposer directly to YC. A proposer shall be allowed to submit a sub-consultant proposal to more than one (1) Proposer.

PROPOSERS SHALL SUBMIT THE CONTRACTOR’S PROPOSED RANGE FOR FEES as the contractor’s fees to be charged for architectural services throughout the term of the resulting contract(s). This fee structure will remain negotiable prior to final award of contract(s), but pricing will be considered by the evaluation team for purposes of ratings.

INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION

INFORMAL QUESTIONS: If you have informal questions about technical information regarding this Request for Qualifications or if you have informal questions about the purchasing process, please contact the Buyer listed on page 1 (cover page).

FORMAL QUESTIONS: All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Owner of errors or omissions relating to this Request for Qualifications must be on the Pre-Submittal Inquiry Form in Attachment 1 (page 26), directed by email, in writing, or facsimile, to the Buyer listed on page 1 (cover page). All formal inquiries must be received by YC by 2:00 p.m. on 1/21/15. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note: Even though YC may answer informal questions orally, YC makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral
 statements or instructions shall not constitute an amendment to this RFQ. Proposers shall not rely on any verbal responses from YC. If you have formal questions about any part of this Request for Qualifications, which could result in a material issue or a formal amendment to this RFQ, see INTERPRETATIONS AND ADDENDA below. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

INTERPRETATIONS AND ADDENDA

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, he or she shall at once notify the Buyer, in writing, who will send a written addendum either by facsimile or E-mail to all Proposers who are on record with the Buyer as having been sent a copy of the RFQ. Neither YC nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFQ will be made only by written addendum, which will be mailed or delivered to each Proposer of record. YC is not responsible for any other explanations or interpretations of the RFQ.

If a Proposer on the Final List at the end of the competition should fail to receive any addendum or should fail to acknowledge receipt of same, the Proposer shall have the option of staying on the Final List under the terms of the RFQ including the addendum or of withdrawing from the Final List in which event the next most qualified Proposer will be added to the Final List. YC is not responsible for assuring delivery of addenda to any Proposer. Addenda are always posted on the YC Bid Board at www.yc.edu/content/purchasing/default.htm. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.

The Proposers shall acknowledge receipt of addenda in the space provided on the Proposal Certification Form (see Attachment 2, PAGE 27).

Solicitation Amendments/Addenda. A written solicitation amendment or addendum only shall modify the solicitation. All such written Solicitation Amendments or Addenda shall be timely mailed to all Offerors of record.

Proprietary Information. If a Proposer is submitting any information it considers proprietary, the Proposer must place it in a separate envelope and mark it “Proprietary Information”. If the Director of YC Purchasing and Contracting concurs, this information will not be considered public information. The Director of YC Purchasing and Contracting is the final authority as to the extent to which material is considered proprietary or confidential. YC shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statues.

PROPOSAL FORMAT AND CONTENTS

All responses to the Request for Qualifications (RFQ) should follow the format and order described in the “Proposal Contents” section below; this will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

The total length of Sections 1-4 below should not exceed 20 pages total (10 double-sided sheets) of text and graphics in single column format (preferred, two column format acceptable) with a font size of no less than 10 points. Section dividers or blank pages don’t count toward the page limitations. This limit excludes AIA documentation and mandatory YC Certifications and Forms. It includes the cover letter. Submit the following:
1. **One (1)** clearly marked hardcopy “original” in 8.5” x 11”, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.

2. **Eight (8)** clearly marked hardcopy “copy” in 8.5”x11”, non-binding form. No metal or plastic binding— may use binder, folder, or clip for easy removal of proposal.

3. **Two (2)** additional copies on CD in PDF format, PC readable, no passwords, labeled and less than 10 MB.

4. **One document** for main submittal on each disk.

5. **One separate document on one separate** disk for “confidential financials” only if requested within proposal. (Label appropriately).

**Check and play all CD’s before submitting to ensure that all information is included that comprises your submittal (blank CD’s don’t work!).** (Company marketing materials not recommended and compress photos, etc. in smaller size formats as necessary).

Proposals must be received by YC on or before the day and time set for receipt of Proposals.

**ALL OF THE FOLLOWING SELECTION CRITERIA ARE IMPORTANT TO YC.**

The Proposal must include a response to each of the following items starting at Section 1 below. The information and outline below shows how your proposal should be organized and index tabbed.

**SECTION 1) EXPERIENCE IN PREVENTIVE AND UNPLANNED MAINTENANCE FOR HIGHER EDUCATION, SCALE OF PROJECTS, RENOVATIONS, AND SUCCESS IN RECENT PROJECTS**

Explain each of these points in detail. Describe your experience in preventive and unplanned maintenance for higher education institutions (this is critical), and providing architectural services for small and large projects, particularly in higher education facilities. Indicate when those projects were completed, including all similar related projects. Include information regarding budgets and pertinent information for each project. YC will consider this type of experience to be critical in their choice of an architectural firm or firms.

Provide examples via reproduction of drawings, color copies of photos or other means of your past work which you feel best expresses the firm’s abilities as it relates to this project.

**SECTION 2) PROJECT APPROACH & QUALIFICATIONS; PROJECT TEAM**

Project approach and qualifications:

Describe your proposed approach to the preventive and unplanned maintenance project. Provide examples of previous similar projects where you have utilized this approach. Provide information on how your project team would apply their combined experience and qualifications to each phase of this project. Describe the process your firm proposes to use to avoid problems during construction. Include brief examples and photos from similar projects for which you have provided similar services.

Briefly describe the technological tools with which you propose to track this project relative to budget, schedule, team communication, change control, meeting minutes, etc. Provide short excerpts of documents you have produced through the use of these tools.

Describe what makes your firm stand out above your peers and why your firm should be chosen as the most qualified firm for this project.

Describe the aesthetic opportunities and challenges you perceive in this project.

Address the following Project Approach high-priority areas:
Prior experience in architectural services for preventive and unplanned maintenance as well as capital improvement plans at higher educational sites.

- Demonstrated experience in project cost controls and project cost reporting systems.
- Demonstrated experience in achieving and responding to Owner's project review processes, and meeting project development deadlines.
- Proven successful experience in the construction process and partnering with both the CMAR or bidder as well as the customer.
- Prior experience renovating existing buildings in higher education institutions.

**Project Team:**

List the firm’s total number of staff and their responsibilities. Describe your process for managing your office work load and integrating new projects. How long do you anticipate between your first notification of a project and when you will be able to start work?

Provide a graphical organization tree with photos of proposed staff for this project.

Indicate the proposed workload (as a percentage) of each team member. Note that your firm will need to notify YC of any substantial change in anticipated workload. Further, substituting different team members at any point in the project will require both notification and approval of YC.

List the primary individuals to be assigned to the project and identify their positions on the project team. Include a resume (1/2 page maximum per person) describing the applicable qualifications and experience of each individual. List examples of their experience on similar projects and/or projects these individuals have worked on together, identifying project size, schedule and complexity, as well as their specific role.

Provide a concise definition of your job as an architect.

Provide a brief overview of the architectural and related services your firm offers.

Recommend practices and procedures for this project to promote interaction between the College and your firm on a “team” or “win-win-win” or “partnering” basis. Give examples of successful experiences.

Address the following Project Team high-priority areas:
Emphasis should be placed on the assigned Project Manager and all staff capabilities and experience. Indicate prior experience of your firm’s construction assistance role on similar projects. Have the individuals in Proposer’s project team for this project worked together previously in successfully completing similar projects?

**SECTION 3) EXPEDITED COMPLETION OF PROJECT (TIME SAVINGS)**

Describe what practices, procedures and resources you propose for this project to save time and/or dollars in completing this project, and how you have demonstrated this in the past.

Identify what you believe to be the expedited completion time high priority areas, and address your methodology for achieving a quality result for those areas.

**Reminder: Total length of Sections 1-3 should not exceed 10 double-sided pages.**

**SECTION 4) REFERENCES**
Client References/Recommendations – Place client contact information in Attachment section. Use Attachment 3 (PAGE 28) to submit client/reference information. References must include higher
education institutions (minimum of two) for which you have performed architectural services for preventive and unplanned maintenance, as well as other types of projects. Please do NOT include Yavapai College as a reference, other than noting your experience with the College.

W-9 FORM: request for Taxpayer I.D. Number and Certification, IRS W-9 form--submit with Proposal Packet

SECTION 5) PRICING
Indicate hourly pricing for all levels of professional services that would be billed for work under this contract if awarded. Indicate any charges for travel and other related expenses if any.

SECTION 6) PRESENCE OF AN OFFICE IN YAVAPAİ COUNTY
Proposers shall indicate information regarding any office presence in Yavapai County. 
Indicate proximity of your office to Yavapai College Prescott Campus and related ability to support the project.

ATTACHMENTS AND FORMS W/ ACKNOWLEDGMENTS (REQUIRED)
You will need to sign, date and return all attachments/forms listed below with your proposal.
  Attachment 1: ADDENDA
  Attachment 2: PRE-SUBMITTAL INQUIRY FORMS, if submitted
  Attachment 3: REFERENCES
  Attachment 4: PROPOSAL CERTIFICATION
  Attachment 5: FEDERAL DEBARRED LIST CERTIFICATION
  Attachment 6: YAVAPAİ COLLEGE SUB W-9
  Attachment 7: PROJECTS LIST
  Attachment 8: AIA DOCUMENT

PART IV: SELECTION PROCESS
A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer(s) to perform the architectural services for 1) preventive and unplanned maintenance, and 2) individual capital improvement projects as required by the College under this RFQ based on the selection criteria listed above

In making its determination, the Selection Committee will evaluate the Proposals, information from client references, interviews (for Proposers on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.

All proposals meeting the criteria as presented will then be subjected to a “points-earned compliance matrix”, as follows:

1) EXPERIENCE, SCALE OF PROJECTS, PREVENTIVE AND UNPLANNED MAINTENANCE FOR HIGHER EDUCATION INSTITUTIONS, RENOVATIONS, AND RECENT PROJECTS 35%

2) PROJECT APPROACH & QUALIFICATIONS; PROJECT TEAM 15%

3) EXPEDITED COMPLETION OF PROJECT (TIME SAVINGS) 20%
4) REFERENCES 10%

5) PRICING 10%

6) PRESENCE OF AN OFFICE IN YAVAPAI COUNTY 5%

7) ATTACHMENTS AND FORMS W/ ACKNOWLEDGMENTS (REQUIRED); COMPLETENESS OF RFQ 5%

SHORT LIST
After receipt of the Proposals, the Selection Committee will use the selection criteria listed above to perform an initial review of all Proposals and will select a short-list of no less than three (3) Proposers and no more than five (5) Proposers, unless there are less than three (3) Proposers.

PROJECT SITE VISIT
The short-list Proposers may be requested to participate in a pre-interview site visit with YC representatives at all College locations. A maximum of three representatives from each Proposer will participate in the site visit.

INTERVIEWS
It is the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide architectural services of exceptional quality to an institutional client. The Selection Committee will interview each Proposer on the short-list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The interviews will usually last forty-five minutes, but not more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Committee. This time limit will be strictly enforced. No more than four representatives of the Proposer’s team plus one computer/presentation equipment operator may be present.

The format of the presentation is at the discretion of the Proposer but must address the organization and experience of the team, experience of individuals assigned to the project, describe comparable projects by the team members and/or the firm and address any questions that may be asked by Selection Committee members during the interview.

The order in which the Proposers appear before the Selection Committee will be determined by lot. A projection screen may be available; any additional equipment shall be the responsibility of the Proposer.

RANKING
After the interviews the Selection Committee will use the selection criteria listed above to pick the three (3) Proposers deemed to be the most qualified to provide the architectural services in this RFQ and will rank the three (3) selected Proposers in order of preference. The points matrix as indicated above will also be used for this process.

NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS
The next step will be for YC to issue a notice of intent to award. YC reserves the right to cancel this Request for Qualifications, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of YC. Unless YC gives written notice otherwise, all Proposals will be held open for a period of ninety (90) days after the date of opening thereof, and YC will have the right during this ninety (90) day period to accept any Proposal not withdrawn before the scheduled opening date.
One or more firms will be awarded a contract for architectural services as described herein.

NEGOTIATION OF CONTRACT(S)
Yavapai College, including a YC Procurement Officer will then negotiate a contract for architectural services for preventive and unplanned maintenance projects with the highest ranked person(s) or firm(s) at a
compensation rate which the Procurement Officer determines to be fair and reasonable. In making this decision, the Procurement Officer will take into account the scope, complexity and nature of the services to be rendered. If the Procurement Officer is unable to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation the Procurement Officer determines to be fair and reasonable, negotiations with that person or firm may be formally terminated. The Procurement Officer will then undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached with one or more firms or a determination is made to reject all Proposals.

REGULATIONS

Should negotiations result in a contract or contracts, the agreement will be subject to all the provisions of the State of Arizona Procurement Code and will include all the terms, clauses, and conditions required by the State Procurement Code.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS

Within ten (10) days of receipt of notice of intent to award, the successful Proposer shall deliver to YC the required insurance policies or certificates in a form satisfactory to YC (Reference Page 28 in general conditions). Policies or Certificates must reference the YC RFQ Project Number and the YC Project Name. Failure to do so may result in rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award. Promptly after YC receives satisfactory insurance policies or certificates YC will deliver to the successful Proposer two copies of the form of contract documents to be executed by the successful Proposer. The successful Proposer shall execute and return to YC two copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award.

RFQ PROTESTS

An RFQ protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with the Procurement Officer of the purchasing agency. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

PART V: TERMS AND CONDITIONS

These Terms and Conditions, which become part of any award made from this RFQ, constitute the provisions of the agreement to be executed between the College and the successful proposer. They are in addition to terms and conditions outlined in the AIA documents/contracts. In the event of any conflict between those two documents, these terms and conditions shall prevail. The College reserves the right to negotiate with the successful proposer(s) and modify any of the provisions of the agreement upon mutual agreement of the parties.

**Term:** The initial contract shall commence on or near 02/20/15, and continue for a period of three (3) years ending on 03/01/2018. As applicable, YC may, at its sole option and with the consent of the contractor, extend the contract for one (1), additional two (2) year period.
Extensions shall be subject to the terms and conditions of this contract and shall be put into effect by a written amendment executed by the parties prior to termination.

**Pricing:** Prices shall be firm for the term of the contract. After initial contract term and prior to any contract renewal, the College will review fully documented requests for price increases if any and may at its sole option accept any changes or cancel from the contract those items concerned. The Contractor shall likewise offer any published price reduction, during the contract period, to the College. All price adjustments will be effective only upon written acceptance by the College Procurement representative.

**Contract Renewal:** Written notice of any intent for renewal will be given by the College to the Contractor thirty-days (30) before the end of the resulting contract, if the District determines that such action is in the best interest of the District. If the Contractor does not wish to renew the contract, written notice must be given to the College Director of Procurement and Contracts for College consideration at least sixty (60) calendar days prior to the end of the resulting contract period.

**Cancellation of Contract/Default:** The College reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The College will issue a 30 day written notice to the contractor for acting or failing to act as in any of the following:

A. The contractor fails to adequately perform the services set forth in the specifications of the contract;
B. The contractor fails to complete the work required within the time stipulated in the contract;
C. The contractor fails to make progress in the performance of the contract and/or gives the College reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the College. Failure on the part of the contractor to adequately address all issues of concern may result in the College resorting to any single or combination of the following remedies:

1. One hundred twenty day (120) notice of non-compliance
2. Reserve all rights or claims to damage for breach of any covenants of the contract
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the College reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the contractor by:

   A. Deduction from an unpaid balance;
   B. Collection against the bid and/or performance bond, or;
   C. Any combination of the above or any other remedies as provided by law.

**Contract Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by the College if any
personnel significantly involved in the resulting contract are found to be in conflict of interest.

**Contract Termination for Appropriation:** The resulting Contract shall be in force until the expiration date. However, the College is a State Agency subject to State appropriation of funds. If the Yavapai College Board of Directors determines, at its sole discretion, not to allocate sufficient funds for the College to uphold this agreement, the College has the right to terminate this agreement upon (30) thirty-days written notice.

**Contract Termination for Breach:** A non-breaching party may terminate the resulting contract for the failure of the other party to comply with the resulting contract by giving that other party (60) sixty-day written notice of the failure to comply. The College may terminate the resulting contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

**Termination for Convenience.** The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

**Contracts Administration:** Contractor must notify the Purchasing and Contracting Department (Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

**Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

**Permits:** The contractor shall be responsible for obtaining all required permits.

**Contractor’s Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

**Safety:** The contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

**Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College’s Attorney or the Purchasing and Contracting Department.
Key Personnel: It is essential that the contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions and will notify the College in writing of any changes to such personnel.

Unauthorized Firearms & Explosives: No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

Parties to Agreement: The resulting contract shall be between Yavapai Community College District, hereafter referred to as the College, and the successful Proposer, hereafter referred to as Contractor.

Relationship of Parties: Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.

Provision of Supplies, Materials and Labor: The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract, subsequent extensions and amendments.

Safekeeping of Records: Contractor shall keep in a safe place all financial records and statements pertaining to the operations of the resulting contract for a period of three (3) years from the close of each year’s operation.

Charges Outside Scope of Agreement: Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Yavapai College unless pre-approved in writing by the Director of Purchasing and Contracting or her designee.

Interpretation: The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.

Confidential Information/Privacy Laws: The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Yavapai College. This requirement survives the completion, termination or cancellation of the resulting contract.

Work to be performed by others: The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

Liability for Taxes: The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the
Contractor by any authority by reason of the resulting contract or otherwise.

**Catastrophe:** If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

**Terms of Payment:** The College will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed. The college pays invoices on a net 30 basis.

**Insurance Requirements:** The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A: VII or better. Prior to commencing work or services, Contractor shall furnish the College’s Purchasing & Contracting Department with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.

- **Commercial General Liability** insurance with a limit of not less than $2,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000.00 each occurrence with respect to the Contractor’s owned, hired, and non-owned vehicles.
- **Worker’s Compensation** insurance with limits statutorily required by any Federal or State law and **Employer’s Liability** insurance of not less than $1,000,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.
- **Certificates:** Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of change or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded. Submission on the required documents shall be due before the start of each contract year.

**Indemnification:** The contractor hereby does indemnify, defend and hold harmless the College, including their directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement.

**No Liens:** Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.
Waiver: No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.

Assignment: Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College’s Director of Procurement and Contracts or her designee.

Binding Effect: The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.

Governing Law: Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Yavapai County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in full and shall indemnify, hold harmless, and defend the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

Compliance with Immigration Laws: As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-contractor as specified in this paragraph.
Equal Opportunity and Affirmative Action: The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

Gratuities. The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Contract Status: The response to this RFQ will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the RFQ offer.

Contract Format: The resulting award notice will incorporate this RFQ, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.

Contract Modification: Any changes to the resulting contract (including any renewals) must be agreed to by both parties and approved in writing by the College’s Director of Purchasing and Contracting or her designee and the President or Vice President of the resulting contracting company.

Contract Assignment or Sub Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.

Severability: If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.
OFFER AND ACCEPTANCE

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

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<tr>
<th>Arizona Transaction (Sales) Privilege Tax License No.:</th>
<th>For clarification of this offer, contact:</th>
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<td>Name: ________________________________</td>
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<td>Title: ________________________________</td>
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<td>Federal Employer Identification No. ______________</td>
<td>Phone: __________________; Fax: ________</td>
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By signature in the Offer section above, the offeror certifies the signer is fully authorized to sign on behalf of the offeror listed and to fully bind the company to all conditions and provisions thereof.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 45-293.

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

Awarded this ___________ day of ___________________, 2015.

_____________________________________________
Ryan Bouwhuis,
Senior Procurement Specialist
Yavapai College

Yavapai College copy
OFFER AND ACCEPTANCE

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

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<td>Name: __________________________________</td>
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<tr>
<td>Federal Employer Identification No. ________________</td>
<td>Title: ________________________________</td>
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<td>_____________________________________________________</td>
<td>Phone: ___________________; Fax: ________</td>
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<td>Tax Rate: _____________________</td>
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<td>Address: ___________________________________________</td>
<td><strong>Signature of Authorized Person</strong></td>
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<td>City/State/Zip: ____________________________________</td>
<td>Printed Name: _________________________</td>
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Awarded this __________ day of ___________________, 2015.

_________________________________________
Ryan Bouwhuis,
Senior Procurement Specialist
Yavapai College

Contractor Copy
ATTACHMENT 1: PRE-SUBMITTAL INQUIRY FORM

(Pre-Proposal Questions, General Clarifications, etc. – To complete this form, see RFQ for details)

PROJECT NAME: ARCHITECT SERVICES FOR PREVENTIVE AND UNPLANNED MAINTENANCE AND OTHER PROJECTS AS REQUIRED

REQUEST FOR QUALIFICATIONS NUMBER: RFQ 45-293

INQUIRY DEADLINE: NO LATER THAN 2:30 P.M., MST ON JANUARY 21, 2015

QUESTIONS ON: ________ ORIGINAL RFQ or ________ ADDENDUM NO. ________

SECTION NUMBER: ________

WRITER: ________________________________

FAX NO. __________________________ PHONE NO. __________________________

COMPANY: ________________________________

DATE: ________________________________

QUESTIONS:

____________________________________________________________________

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ATTACHMENT 2: ALL ADDENDA (Acknowledge all Addenda received or viewed on Bid Board prior to closing).
RECEIPT BY THE UNDERSIGNED THAT THE FOLLOWING ADDENDA HAS BEEN READ AND HEREBY ACKNOWLEDGED:

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________

Addendum Number: _____  Dated: __________ Acknowledged By: ________________________
Yavapai College requires a minimum of THREE (3) references and or a maximum of five (5) (most recently) completed projects, which are similar in type (preventive and unplanned maintenance and other projects as needed, preferably in a higher educational setting), magnitude, complexity, and dollar value.

1. Company Name: ________________________________
   Address: _______________________________________
   Phone Number: ___________________________________
   Facsimile Number: ________________________________
   Person to Contact: (Email Address)
   Bid # or Project # and Date of Completion
   Brief Project Description: __________________________
   (Including Partnering Team)

   _______________________________________________
   _______________________________________________
   _______________________________________________
   _______________________________________________

2. Company Name: ________________________________
   Address: _______________________________________
   Phone Number: ___________________________________
   Facsimile Number: ________________________________
   Person to Contact: (Email Address)
   Bid # or Project # and Date of Completion
   Brief Project Description: __________________________
   (Including Partnering Team)

   _______________________________________________
   _______________________________________________
   _______________________________________________
REFERENCE FORMAT (continued)

3. Company Name: ________________________________________________________________
   Address: ________________________________________________________________________
   Phone Number: __________________________________________________________________
   Facsimile Number: __________________________________________________________________
   Person to Contact: __________________________________________________________________
   Bid # or Project # and Date of Completion: ____________________________________________
   Brief Project Description: __________________________________________________________
   (Including Partnering Team)
   _______________________________________________________________________________
   _______________________________________________________________________________
   _______________________________________________________________________________
   _______________________________________________________________________________

4. Company Name: ________________________________________________________________
   Address: ________________________________________________________________________
   Phone Number: __________________________________________________________________
   Facsimile Number: __________________________________________________________________
   Person to Contact: __________________________________________________________________
   Bid # or Project # and Date of Completion: ____________________________________________
   Brief Project Description: __________________________________________________________
   (Including Partnering Team)
   _______________________________________________________________________________
   _______________________________________________________________________________
   _______________________________________________________________________________
   _______________________________________________________________________________
REFERENCE FORMAT (continued)

5. Company Name: ________________________________
   Address: ______________________________________
   Phone Number: _________________________________
   Facsimile Number: ______________________________
   Person to Contact: ______________________________
   Bid # or Project # and Date of Completion
   Brief Project Description: ________________________
   (Including Partnering Team)
   ______________________________________________
   ______________________________________________
   ______________________________________________
   ______________________________________________
   ______________________________________________
ATTACHMENT 4: PROPOSAL CERTIFICATION

(Date)

Purchasing and Contracting
Yavapai College
Prescott, AZ 86301

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

The undersigned further certifies that their firm (✓ one) □ IS or □ IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify YC of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The undersigned represents and warrants to YC that the firm or individual has completed an internal manpower loading plan and the firm or individual has the personnel and resources to accept an award of the contract for Construction Manager at Risk services and to prosecute the design phase services for the Project and if a separate contract is entered into for the construction phase to also prosecute construction of the Project in accordance with the applicable contract documents should the firm or individual be awarded this contract.

In compliance with REQUEST FOR QUALIFICATIONS/ YC PROJECT NUMBER 266, and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the requirements of the Request for Qualifications.

FORMS OF CONTRACT DOCUMENTS. The undersigned certifies that the undersigned has read Owner’s current forms of Construction Manager at Risk contract documents, which are enclosed herein.

If selected as the Architect Contractor for this project, the undersigned agrees to execute this form of contract documents. The undersigned understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by YC may be a basis for rejection of the undersigned’s Proposal as non-responsive. The undersigned also understands that YC may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Proposer may be different from the form of contract documents referred to above, in which case the successful Proposer will be given the opportunity to review the changes.

(Firm) ___________________________ (Address) ___________________________

(Signature of Authorized Agent required) ___________________________

(Print name) ___________________________ (Phone no.) ___________________________

(Title) ___________________________ (Fax no.) ___________________________

(Email) ___________________________ (Fed. tax id no.) ___________________________
The following section is to list the individual that you want us to contact for day-to-day matters, if different from above:

(Print Name)

(Title)

(Email)
ATTACHMENT 5: FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

____________________  
(date)

Purchasing and Contracting  
Yavapai College  
1100 E. Sheldon Street  
Prescott, AZ 86301

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—  
   (i) The Offeror and/or any of its Principals—  

   (A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

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

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

   (ii) The Offeror (check one) has ( ) or has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

__________________________________  __________________________________
(firm)                                 (address)

__________________________________  __________________________________
(signature required)                  (Phone)

__________________________________  __________________________________
(print name)                          (fax)

__________________________________  __________________________________
(print title)                        (Federal Taxpayer ID Number)