



GRAND CANYON

UNIFIED SCHOOL DISTRICT #4

GRAND CANYON UNIFIED – HOUSING RFP 24-24-01 -

- Teacherage Housing -

RFP RELEASE DATE:	<u>April 11th, 2024</u>
QUESTIONNAIRE DEADLINES #1 & #2:	<u>April 17th & 24th, 2024</u>
RFP PROPOSAL DEADLINE:	<u>May 2nd, 2024</u>

RESPONSES MUST BE SUBMITTED IN HARD COPY ONLY TO:

GRAND CANYON UNIFIED SCHOOL DISTRICT
ATTN: -BUSINESS OFFICE -
100 Boulder St. / Grand Canyon, AZ 86023
[‘GCUSD Teacherage Housing RFP Proposal’](#)
[RFP #24-24-01](#)



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RFP#: 24-24-01

-NOTICE OF REQUEST FOR PROPOSAL-

RELEASE DATE: ****Thursday, April 11th, 2024****

SUBMITTAL DEADLINE: ****Thursday, May 2nd, 2024****

RFP #: **RFP #24-24-01**

RFP Public Location: www.grandcanyonschool.org > 'Departments' > 'Business Services' > 'RFPs'

TITLE: **'GCUSD Teacherage Housing Proposal'**

Scope of Work: Grand Canyon Unified School District is accepting Proposals for the **PURCHASE & COMPLETE INSTALLATION (including labor) of one single story manufactured, commercial grade, winter weatherized, manufactured home to be installed at Lot 42 within GCNPS (Grand Canyon National Park).**

Proposal shall include complete contract value of purchase price of manufactured home in compliance with specifications in this Proposal + cost of materials and labor for full installation of home with no additional costs or expenses. Purchase and Installation must be completed by September 30, 2024. Further review of RFP for requested details on Specifications, parameters, building requirements, compliances, Scope of Work, and more below.

**** Proposals may be submitted by mail or hand delivered to the following address no later than 5pm (AZ Time), Thursday, May 2nd, 2024, to GCUSD's Business Office. Proposal packages must have the following specific exterior label descriptions as shown below: ****

Label as follows:

Mail or deliver Proposal to:

GRAND CANYON UNIFIED SCHOOL DISTRICT
ATTN: -BUSINESS OFFICE -
100 Boulder St. / Grand Canyon, AZ 86023
'GCUSD Teacherage Housing RFP Proposal'
RFP #24-24-01

****Proposal Format: Hard copies only - 1 Original (notarized) & 2 copies.****

Proposal Packet & Addenda Location:

- www.grandcanyonschool.org
 - > 'Departments' > 'Business Services' > 'RFPs'

Proposal Opening Location **100 Boulder St. / Grand Canyon, AZ 86023**
Location: 400 Building (Gym building) – Room 405



RFP - INTRODUCTION

In accordance with School District Procurement Code in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, proposals for the material or services specified will be received by the District by **5pm (AZ Time), Thursday, May 2nd**. Late proposals shall not be considered.

Proposals received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made.

Offerors are strongly encouraged to review the enclosed proposal requirements and specifications as the School District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the School District. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery timeline as specified.

IT IS THE RESPONSIBILITY OF ALL OFFERORS TO EXAMINE THE ENTIRE PROPOSAL AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A PROPOSAL.

-RFP DATES & DEADLINES-

Please note the Proposal Submission Deadline time. Proposals will not be accepted after this programmed time. The submission time is Local Arizona time. We do not observe Daylight Savings time.

RFP PROCESS	DATE	TIME
Release Date	Thursday, April 11 th , 2024	
Pre-Walk-Through Question Submission Deadline	Wednesday, 17 th , 2024	5:00pm
Pre-Walk-Through Question Response Deadline	Friday, April 19 th , 2024	5:00pm
Lot42 Site Walk-Through	Monday, April 22 nd , 2024	2-3:00PM
Final Question Submission Deadline	Wednesday, April 24 th , 2024	11:59pm
Final Question Response Deadline	Friday, April 26 th , 2024	11:59pm
Proposal Submission Deadline	Thursday, May 2nd, 2024	12:00pm
Public Proposal Opening		12:01pm
Performance Evaluation Survey Deadline		5:00pm
Offeror Interviews (if applicable)	Friday, May 3 rd , 2024	
Best & Final Offer (if applicable)	Monday, May 6 th , 2024	
Board Approval & Contract Initiated	Wednesday, May 8 th , 2024	6:00pm



- COMMUNICATIONS & CONTACTS -

GRAND CANYON UNIFIED SCHOOL DISTRICT

All communication (phone, email, mail, courier, overnight delivery, or other service**No fax**) concerning this proposal must be directed to the 'Business Office' at GCUSD. All questions by staff will be diverted to contact name and email below. The District Point of Contact for this RFP is:

GRAND CANYON UNIFIED SCHOOL DISTRICT #4

Mail - ATTN: "Business Office" - Business Manager / CFO
Phone: LEVI FRYE / Business Manager - 602-300-6001 / 928-638-2461 ext 401
Email: finance@grandcanyonschool.org

GRAND CANYON NATIONAL PARK SERVICE

Grand Canyon Unified has been working in correlation with the National Park to allow installation of a manufactured home requested through this RFP. Offerors may contact Grand Canyon National Park Environmental Service Department at the contact below for any further questions or concerns in regard to licenses, permits, zoning, installation, lot information or other areas of concern.

Lot 42 location: – West of El Cristo Rey Catholic Church, east/adjacent to Lot 40.
(See Appendix A-C for map and photo details)

Contact: Grand Canyon National Park Service Contact:
Crystal Shum / Bianca Klein: Environmental Protection Specialist
Division of Planning, Environment, and Projects
Grand Canyon National Park
Phone: 406-224-2091
Email: Crystal_Shum@nps.gov / Bianca_Klein@nps.gov

UNIFORM STANDARD INSTRUCTIONS TO OFFERORS

Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. “**Attachment**” means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. “**Contract Amendment**” means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. “**Exhibit**” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. “**Gratuity**” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- E. “**Procurement Officer**” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. “**Solicitation Amendment**” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. “**Subcontract**” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- H. “**District**” means is representation of the district soliciting this RFP, also known as, ‘Grand Canyon Unified School District #4’.

Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. Timeliness. All inquiries shall be submitted as soon as possible and by the question submission deadline as specified. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on any verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment should be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

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

H. Persons with Disabilities. Persons with a disability may request 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.

Proposal Preparation

A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink, Corrections. The Proposal should be typed. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-2-1044.

C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors, the subcontractor selection plan and the subcontractor's proposed responsibilities in the Proposal.

F. Cost of Proposal Preparation. The School District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments. Any amendments made to this solicitation will be in writing from the School District. Amendments to the RFP will be posted as needed when arise. All 'Questionnaire' will be posted on April 19th and April 26th. Offerors will be notified via email and the District's public website in accordance with A.A.C. R7-2-1042 (A)(1)(b). Offeror shall acknowledge receipt of all amendments by submitting the amendment acknowledgement form. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.

H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

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

J. Identification of Taxes in Proposal. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

K. Disclosure. If the Offeror 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 Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

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

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

M. Delivery. Any item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the offeror immediately and replaced to the School District's satisfaction at no additional charge, or issue full credit. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

Submission of Proposal

A. Hard Copy Submission. Hard Copy submissions are required.

B. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP.

C. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the

Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

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

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

3. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

4. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the School District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

E. Offeror Required Contract or Agreement. If Offeror will require the School District to sign any form of contract or agreement, a copy of that contract or agreement shall be included with the Proposal. Contents and stipulations contained in the contract or agreement may be part of the evaluation criteria. The School District reserves the right to accept or reject any or all parts of the contract or agreement. Contract or agreement terms should not conflict with or supersede terms and conditions of the solicitation.

Additional Proposal Information

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest Offeror.

C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.

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D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel a solicitation.

Award

A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District. However, it is anticipated that a contract under this RFP will be awarded to a single Offeror.

B. Contract Commencement. A Proposal does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. Effective Date. Per A.A.C. R7-2-1042(A.3.b), the effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

If all conditions are met, this contract can be extended at the discretion of the district, if funding is available. However, no contract exists unless and until a purchase order is issued.

D. Final Acceptance. Final acceptance by the School District will be contingent upon the approval of their Governing Board, if applicable.

Evaluation

Representatives of the School District will evaluate proposal and score or rank them from the most likely to the one least likely to meet the requirements as outlined in the RFP. Per A.A.C. R7-2-1042(A)(1)(q) and R7-2-1047, the School District reserves the option to call for and enter into discussions with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for the School District based upon the requirements and evaluation factors in the request.

A. Evaluation Criteria. Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance:

1. Cost - While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
2. Method of Approach & Implementation - clearly understanding the scope of work and meeting the needs of the District as outlined in the RFP. The ability of the Offeror, financial and otherwise, to provide the School

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District with the needed services for the required period of time, including appropriate staffing, employee training, quality control, inspections, and financial and material management.

3. Experience of the Offeror - Consideration of experience will include information obtained by the School District from Offeror's other clients, past or present, or from any other sources to provide necessary resources and show a history of demonstrated competence.

4. Qualifications of the Offeror - Consideration of qualifications will include information regarding the Offeror's organizational structure and qualifications of staff assigned to the School District. Provide documentation of professional memberships, certifications, and licenses.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers.

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the School District.

All Proposals shall be open for public inspection after award of contract, except to the extent the Offeror designates, and the School District concurs, that trade secrets or other proprietary data contained in the Proposal documents remain confidential in accordance with A.A.C. R7-2-1006, R7-2-1016, and R7-2-1042(A)(1)(u).

In accordance with A.A.C. R7-2-1042(A)(1)(v) the School District shall not consider partial offers for award of a contract under this RFP.

5. Scoring:

- A. The contract will be awarded based on price and additional factors as listed herein and in order of greatest importance. Specific weighting shall be used. The quotes will be scored and ranked. If several quotations are closely ranked, the district may arrange for oral interviews to assist in making a final decision. GCUSD will be the sole judge as to the acceptability of the products and/or services offered.
- B. Awards will be evaluated with reasonable promptness to the most responsible, responsive and Offeror(s) whose Proposal best conforms to the proposal and is in the best interest of GCUSD. Other factors to be considered may include but are not limited to:
 - i. Deadlines, delivery & installation time, construction completion, quality, uniformity of product, professionalism, capability with client, and any past performance on other contracts (or lack thereof) with GCUSD.
 - ii. The Award is based on point selection and not solely on the lowest price. Award may be made based on other criteria and not the lowest price offer.



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B. Evaluation Matrix. The total number of points for the Proposal is 1,000. The elements that will be evaluated for their relative weights are:

Evaluation Criteria	Points
Cost	400 (40%)
Design, Quality, Scope of Work Standards & Parameters	250 (20%)
Time Frame – Delivery and Lot Installation	250 (20%)
Experience of the Offeror	100 (10%)
Total Points	1,000 (100%)

Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be timely filed with the School District Representative, Levi Frye, Chief Financial Officer.

A. A protest shall include:

1. The name, addresses, and telephone number of the interested party
 2. The signature of the interested party or the interested party's 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.

B. The interested party shall supply promptly any other information requested by the School District representative within 10 days of the request.

C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

D. In cases other than those covered in section C of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the School District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The School District representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

Offeror Responsibility

The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the School District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the School District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public-school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the School District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the School District from claims or damage from personal injury including death, which may arise from operations under this contract.

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

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

The successful Offeror must be prepared to provide an adequate workforce and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.

The successful Offeror must provide adequate training for all employees providing services under this contract.

The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the School District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the School District for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School District.

Successful Offeror may be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Grand Canyon Unified School District** as an additional insured party.

Successful Offeror may be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.



DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

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



SPECIFIC INSTRUCTIONS TO OFFERORS

****OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL. ****

** Please note: 'CCACD' and 'GCNPS' Stand for:

- 'Coconino County of Arizona Community Development' and 'Grand Canyon National Park Service' **

**Full RFP, addendums and questionnaires may be found on the Grand Canyon Unified School District's public website under 'Departments' > 'Business Services' > 'Purchasing' > 'RFP' **. See page 4 for dates and deadlines to submit Questionnaires.

1. **Proposal Deadlines:** Proposals will be date and time stamped when received at Grand Canyon Unified. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). See pg. 4 For dates and deadlines. The official time will be determined by the clock designated by the school district. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified at the top of this page. GCUSD is not responsible for the pre-opening of, post-opening of, or failure to open a proposal not properly addressed and identified as required by this RFP. Proposals received after the time stated in the RFP will not be considered and will remain unopened. Late Proposals shall not be considered.
2. **Submissions:**
 - a. ****Pricing, Quotes & Attachments**:** - Please provide up to 5 prospecting manufactured homes that meet the 'Specifications' parameters on pg. 33 as well as required set forth within this RFP through the Minimum Requirements, Scope of Work, CCACD, & GCNPS building codes and requirements.
 - b. **Documents Mailed:** All Proposals must be completed in legible ink or typewritten hard copies. No electronic submissions will be accepted. Additional instructions for preparing a proposal are provided with this notice. Offerors are strongly encouraged to review the enclosed proposal requirements and specifications as the District reserves the right to accept or reject any or all proposals, waive irregularities and accept any proposal deemed to be in the best interest of the District. The submission of a Proposal will indicate that the offeror understands the requirements and specifications and that they can supply the materials, services or construction and meet the required delivery timeline as specified. Packages must be mailed labeled and mailed according to the directions and information on pg. 3.
 - c. **Sealed Envelope or Package.** Each Response shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the RFP number to which it responds. The appropriate RFP number should be plainly marked on the outside of the envelope or package.
 - d. **No Electronic Submission.** All proposals must be hard copy, mailed and or delivered to GCUSD 'Business Office' as shown on pg. 4 by the date and time indicated.

SPECIFIC INSTRUCTIONS TO OFFERORS – (Continued)

3. **Deviations & Exceptions:** Any doubt as to the requirements of this proposal or any apparent omission or discrepancy an Offeror would like to submit may be emailed to the Business Office at *finance@grandcanyonschool.org* by May 1st, 2024, and included in Offerors final Proposal packet. If so, please use the 'Deviations & Exceptions' form (Attachment 7) on page 56-57 and attach with your proposal packet.
4. **Question Submissions:**
 - a. ****Any and all questions must be submitted to *finance@grandcanyonschool.org*****
 - b. All pre-site walk through questions must be received by email no later than **April 17th, 2024, by 5pm.**
 - c. Any questions submitted or asked after this deadline will not be answered during site-walk through. Any further questions during or after site walk-through will be answered via email and addenda placed on the school website by **Wednesday, April 24th, 2024 / midnight.**
 - d. Any questions after the site walk-through will be answered by posting to schools' public website under the RFP section by the date specified on pg. 4.
 - e. Oral statements or instructions by a District representative will not constitute an amendment to this proposal. GCUSD will determine the appropriate action necessary, if any, and issue a written addendum to the proposal.
5. **ATTACHMENT 14 LABELED, 'AMENDMENT ACKNOWLEDGEMENT' ON PG. 67 THAT MUST BE SIGNED FOR PROPOSAL TO BE VALID.**
6. **Site Walk-Through:**
 - a. Site Walk through Time & Date: **Monday, April 22nd, 2024, from 2:00-3:00pm**
 - i. Pre-proposal site walk through will occur prior to Proposal submission deadline.
 - b. ****Site walk through of Lot 42 within GCNPS is highly recommended**.**
 - i. It is highly recommended that all Offerors visit the site so that no unknown or unforeseen concerns may arise after the proposal has been awarded. Offeror is fully responsible for understanding the lot, geographical area, and dimensions and possible constraints of the location.
 - ii. ****All offerors are fully responsible for any seen or unforeseen circumstances and costs associated with purchase and installation at the site****
7. **Video Viewing:** Lot 42 may also be viewed online through YouTube. Video is titled, '*Grand Canyon Unified – Lot 42 –*'; dated April 9th, 2024. Or by entering the following url link:
 - a. https://www.youtube.com/watch?v=Bv4e_cZlDjo
 - b. This DOES NOT substitute for site walk though, but rather as a helpful tool in Offeror's Proposal.
8. **GCUSD Responsibilities:**
 - a. GCUSD will provide the following: (*****Purchase, delivery, line hookups, and full installation of manufactured home are to be rendered and completed by successful Offeror*****)
 - i. Power pedestal is provided on site (See 'PHOTO E' on pg. 35)
 - ii. District will turn on electrical, water, and sewer connections.
 1. ****Offeror shall be responsible for making proper, final connections to utilities on site:****
 - iii. GCUSD will work in collaboration with Offeror as needed during installation and construction to help expedite said contract.

Standard Uniform Terms and Conditions

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

Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, A.R.S. § 15-213, and its implementing rules, A.A.C. Title 7, Chapter 2, Articles 10 and 11. A provision, covenant, clause or understanding in, collateral to or affecting a construction contract or design professional service contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against the public policy of this state and is void and unenforceable pursuant to A.A.C. § R7-2-1087(E).

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

E. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

Contract Administration and Operation

A. Records. Under A.A.C. R7-2-108, the School District shall be entitled to audit the books and records of the Contractor and any to the extent related to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years after completion of the contract and by the subcontractor for a period of five years after completion of the subcontract.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

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D. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

F. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

Cost and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. §§ 35-341 and 35-342. School District shall pay for goods and services within thirty (30) days of the School District's receipt of goods or services and submission by Contractor of a complete and accurate invoice for payment. All invoices shall identify the specific services being billed for and the Purchase Order number must be referenced. Any purchase order issued by Chandler Unified School District will refer to the RFP number of this solicitation.

B. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.

C. Availability of Funds. Every payment obligation of the School District under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the School District at the end of the period for which funds are available. No liability shall accrue to the School District in the event this provision is exercised, and the School District shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The School District will make reasonable efforts to secure such funds.

D. Price Clause. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services proposed and shall include all associated costs. After initial contract term and prior to any contract renewal, the School District will review fully documented requests for price increases and may at its sole option accept any

changes or cancel from the contract those items concerned. The Offeror shall likewise offer any published price reduction, during the contract period, to the School District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Chandler Unified School District.

E. Ownership of Purchased Equipment. If the Contract expires or is terminated prior to the complete repayment of the investment of equipment, the School District shall, on the expiration date, or within ten (10) days after receipt by either party of any notice of termination under this Contract, either:

1. Reimburse the Offeror for the unpaid portion of the equipment that will be kept by the School District;
2. Schedule the pickup of equipment or other items funded by the investment with the Offeror; or
3. Lease purchase the equipment or other items funded by the investment from the Offeror and continue to pay the Offeror a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the School District's obligation under the Lease Purchase Agreement with the Offeror shall be subject to the School District's ratification of the rental agreement each ensuing fiscal year.

Contract Changes

A. Amendments. This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the School District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the School District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss of nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by law, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification – Construction and design professional contracts.

1. Pursuant to A.A.C. R7-2-1087(I), any covenant, clause or understanding in, collateral to or affecting a construction contract or subcontract or a design professional services contract or subcontract that purports to indemnify, to hold harmless or to defend the promisee of, from or against liability for loss or damage resulting from the negligence of the promisee or the promisee's agents, employees or indemnitee is against the public policy of this state and is void. Notwithstanding this subsection, a contractor responsible for the performance of a construction

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contract or subcontract may fully indemnify a person, firm, corporation, state or other agency for whose account the construction contract or subcontract is not being performed and that, as an accommodation, enters into an agreement with the contractor that permits the contractor to enter on or adjacent to its property to perform the construction contract or subcontract for others.

2. A design professional that provides work, services, studies, planning, surveys or other preparatory work in connection with a public building or improvement shall indemnify and hold harmless the school district or property owner, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such design professional or other persons employed or used by such design professional in the performance of the contract or subcontract.

3. If any provision or condition contained in this Section conflicts with any provision of a School District contract with the federal government, such provision shall not apply to any construction contract or subcontract, or design professional services contract or subcontract to the extent such conflict exists, but all provisions of this Section with which there is no such conflict, shall apply.

4. For purposes of this Section, the definitions in A.A.C. R7-2-1087 shall control.

D. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

E. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

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

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time

equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.

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

Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. School District

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

School District's Contractual Remedies

A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Personal Gift or Benefits The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or offeror has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

C. Employment or Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the

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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 in accordance with A.A.C. R7-2-1087(H).

D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.

3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice

Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

Gift Policy

The School District will accept no gifts, gratuities, or advertising products from Offerors. The School District has adopted a zero-tolerance policy concerning Offeror gifts. The School District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

Integrity of Proposal

By submitting this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District, or per A.A.C. R7-2-1042(A)(1)(l) Offeror has not engaged in collusion or anti-



competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. § 41-4401 & 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The School District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The School District reserves the right to confirm compliance in accordance with applicable laws.

Should the School District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

No Israel Boycott Certification

For contracts with a value of \$100,000 or more to acquire or dispose of services, supplies, information technology or construction, the Offeror shall certify that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

Clarifications

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

Confidential/Proprietary Information

All Proposals submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld.

Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this section.

When submitting a response containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify, and hold harmless the School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the School District withholding information that offeror marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination. The notice shall specify that a request for review of the School District representative’s determination may be filed within 10 days of the date of the School District representative’s determination. The request for review shall contain the information required by R7-2-1006(F).

Forced Labor of Ethnic Uyghurs Ban

Pursuant to A.R.S. § 35-394, unless exempt, Contractor is required to provide written certification that Contractor does not use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People’s Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.

If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the School District within five business days after becoming aware of the noncompliance. Contractor’s failure to provide written certification to the School District that it has remedied the noncompliance within one hundred eighty days of its notice to the School District shall automatically terminate the contract if the contract has not already terminated.

Registered Sex Offender Restrictions

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the School District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the School District’s discretion.

Federal Requirements

Federal Funding Requirements (As Applicable)

- A. Affordable Care Act: The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education

RFP#: 24-24-01

Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

- B. **Buy American Provision:** The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR § 210.21(d) and 7 CFR § 220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.
- C. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR § 3018.100 (Only applies to contracts over \$100,000)
- D. **Certification Regarding Lobbying:** Pursuant to 31 U.S.C. 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting 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 of the following covered Federal actions.
- E. **Certificate of Independent Price Determination:** The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.
- F. **Civil Rights Compliance:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
 - 1. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - 2. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

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To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation: The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Contract Work Hours and Safety Standard Act: The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the Offer & Acceptance form, the Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- J. Energy Policy and Conservation Act: The Offeror shall meet the 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. 94–163, 89 Stat.871.)
- K. Equal Employment Opportunity: The Offeror 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 chapters 60).
- L. Record Keeping: The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7 CFR § 210.23 and 2 CFR Part 200.318(i).
- M. Invoicing: The Offeror fully discloses all discounts, rebates, allowances, and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR § 210.21(f)(1)(iv).
No expenditure may be made from the nonprofit school food service account for any cost resulting from a

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cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7 CFR § 210.21 (f)(2)

The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

- N. Termination Clause: The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
 - O. E-Verify Requirement: The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - P. Description of process for enabling offerors to receive or pick up orders upon contract award: Once the District has made the decision to order from an awarded offeror of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to offeror via automated process, based upon the needs of the District. No volume is implied or guaranteed.
 - Q. Positive efforts shall be made to involve minority and small businesses.
 - R. For building projects:
 - 1. Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - 2. Davis-Bacon Act - The Offeror shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
-

SPECIAL TERMS & CONDITIONS

- 1) **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct shall be emailed to, 'finance@grandcanyonschool.org'. Offerors shall not contact or ask questions of other school or department other than from which this RFP is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official solicitation due time and date. **Any inquiry shall be submitted as soon as possible and no later than Wednesday, May 1st, 2024.** Failure to timely submit inquiries may result in the inquiry not being answered.
- 2) **DISCUSSIONS:** In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District reserves the option to conduct discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.
- 3) **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to A.A.C. R7-2-1047, the District shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.
- 4) **AWARD:**
 - a) The school district shall award a contract to the Offeror whose Proposal to be most advantageous to the school district based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous Proposal. The procurement file shall contain the basis on which the award is made.
 - b) GCUSD reserves the right to award any item or group of items of the proposal, unless the Offeror has qualified the proposal by specific limitation.
 - c) Proposal vs Contract: A Proposal does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the School District with an authorized signature on the 'Proposal & Acceptance Form'.
 - d) A written award of acceptance, in the form of a purchase order as per specifications or written notice of award by GCUSD, mailed or delivered via email to the successful Offeror constitutes a binding contract without further action by either party; Winning Offeror will receive the fully signed and authorized '**Proposal & Award Notification**' Form (Attachment 12) as signed by offeror shown on pgs. 66-68 upon board approval.
- 5) **CONTRACT DETAILS:**
 - a) **Effective Date.** The effective date of winning Contract shall be the date that the School District signs the 'Proposal & Award Notification' form or other official contract form unless another date is specifically stated in the Contract.

SPECIAL TERMS & CONDITIONS – (Continued)

- b) **Contract Extensions:** The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date or completion of project at the discretion of District funding.
- c) **Contract Type:** Firm Fixed Price = The price is firm and fixed for the term of the contract.
- d) **Term of Contract:** Commencement of the resulting contract for this project will only commence after District Governing Board award approval, final funds have been approved by the Coconino County Grants Division and a notice to proceed has been fully executed and delivered to Offeror. The resultant contract shall continue until completed unless terminated or canceled as provided herein.
- 6) **COMPLIANCE WITH LAWS AND REGULATIONS:** All services rendered by Offeror and its employees and/or subcontractors under or pursuant to this Contract shall conform with and be in full compliance with all applicable laws, rules, ordinances, and regulations adopted by or required by any federal, state, city, or town governmental agency. Offer shall obtain all necessary permits and licenses required. Offeror shall maintain in current status all federal, state, and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the offeror. District(s) can request copies of all licenses pertinent to services offered.
- 7) **LIQUIDATED DAMAGES:**
- a. If the selected Offeror fails to meet the time requirements for the delivery and/or installation and acceptable implementation of the project, liquidated damages of **\$500.00** per day may be assessed at the discretion of the District for each day beyond **Sept 30th, 2024**. However, should an unforeseen problem arise, an extension may be granted in writing at the discretion of the District.
 - b. If the selected offeror fails or refuses to complete the work within the time specified, then the selected Offeror agrees as a partial consideration for the awarding of the contract, that the GCUSD may retain from compensation otherwise to be paid to the selected offeror, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar day that the selected offeror shall be default after the time stipulated in the Proposal for completion of work.
- 8) **TRAVEL EXPENSE REIMBURSEMENT:** Offeror shall be responsible for travel arrangements and expenses of Offeror and its employees and agents, as they should be absorbed into the cost of labor and misc. fees within full proposal price.
- 9) **LICENSES:** Contractor shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the contractor.
- 10) **INSPECTION:** The job will have a final inspection and acceptance by District staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by the District upon completion of the Project.

SPECIAL TERMS & CONDITIONS – (Continued)

- 11) **DAMAGES:** Contractor shall be liable for any and all damage caused by him, his employees, or sub-contractors to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 12) **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials, rubbish, or debris of every nature resulting from operations, and put the site in a neat, orderly condition. Upon completion of the work, remove all waste materials, rubbish, and debris of every nature, from and about the Project, as well as tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the Contractor.
- 13) **SPILLAGE:** Contractor will be responsible for the clean-up of contamination or spillage resulting from the delivery and unloading.
- 14) **WARRANTY:**
- a) All workmanship and materials shall be warranted for a minimum of one year from the date of acceptance of award. This will be submitted in written form to the District at completion of the Project.
 - b) All items proposed shall be covered by the manufacturer's standard warranty.
- 15) **RETENTION:** Contract payment retention will be held in accordance with AAC R7-2-1104. Ten (10%) percent retention shall be retained by the District as insurance of proper performance of the contract. Upon delivery to Lot 42A/B, one-half of the amount of the 10% retained shall be paid to the contractor upon the contractor's request provided the contractor is making satisfactory progress.
- 16) **WAIVERS:** GCUSD, notwithstanding any other provisions of this proposal (including attached documents), expressly reserves the right to:
1. Waive any insignificant defect of informality in any proposal procedure.
 2. Reject any or all offers, or
 3. Re-issue the proposal.
- 17) **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 18) **GCNPS PERMISSION:** If a '**Letter of Authorization**' is not awarded by Grand Canyon National Park Service to build on Lot 42 this RFP becomes null and void and both awarded Offeror and GCUSD or not bound by the contract set forth within.

SCOPE OF WORK

Scope of Work is as follows (please physical check off each one for verification this have been met for the 'Offeror's Checklist' on pg. 34. ****Please attach this 'Checklist' & 'Specification' pages of this SOW with each home example from the 'Pricing Table' at the back of this RFP packet****

The following information is GCUSD's desired description and preferred set-up of the minimum requirements to meet for solicitation and a binding contract. Please also see 'Coconino County Community Development Requirements & Design Criteria's' on pgs. 41-43, (Appendix F &G).

A. CHECKLIST

- Submit pictures, designs and floor plans of all units and options offered that fit within the parameter of all 'Minimum Manufactured Housing & Installation Requirements', 'Requested Features' and CCACD & GCNPS requirements. Attach all offers to the 'Pricing & Housing Options' List attached to the back of RFP. Different options are encouraged.
- Itemized list of all costs including purchase price, surcharges, handling, shipping, and additional misc. charges to base purchase price. Installation and foundation have their own line. Taxes to be added separately. ****Taxes to be added, but NOT on final price. See 'Pricing, Quotes, & Proposal Offers' Attachment on pg. 66 (Appendix T). For more details**.**
- Company documents provided for legality of business, such as, but not limited to: Business entity, Bonded, Insurance, BBB, etc.
- Offeror will be required to deliver, set, level and apply foundation for beginning-to-end installation.
- Offeror will be required to pull all permit(s) and documents required to install home; work in calibration with GCUSD to pull all permits licenses, and installation approvals with NPS, Coconino County.
- Meet Coconino County construction and weather standards. ****See pgs. 42-43 for details****
- Required to pre-check lot lay, or at minimum, prep for foundation for install.
- Required to deliver manufactured home to said lot, level lot, set, & install entirety of manufactured home.
- GCUSD will contact utilities required for hook up. See pg. 16 for details. Offeror must install and prep the required access for immediate hookup.
- Units must be new, or in 'C1 or C2' condition and manufactured within the last 5 yrs.
- Continual contact with GCUSD during installation for questions, updates, and concerns that may arise.
- Final walk-through with GCUSD staff for any final touch-ups, missing finishes, or issues at final install. Any issues found by GCUSD must be handled and solved before payments are made.
- Foundation types allowed: skirting, pier & beam, pit-set, concrete, ICF.
- CCACD & GCNPS MINIMUM REQUIREMENTS:** Winning Offeror must meet all minimum requires of CCASD (Coconino County of Arizona Community Development), GCNPS (Grand Canyon National Park) building codes, environmental regulations, zoning, and infrastructure design criteria for both the manufactured building codes and physical lot home installation set forth within pgs. 41-43 of this RFP.

□

SCOPE OF WORK – (Continued)

B. - SPECIFICATIONS - MINIMUM MANUFACTURED HOUSING & INSTALLATION REQUIREMENTS

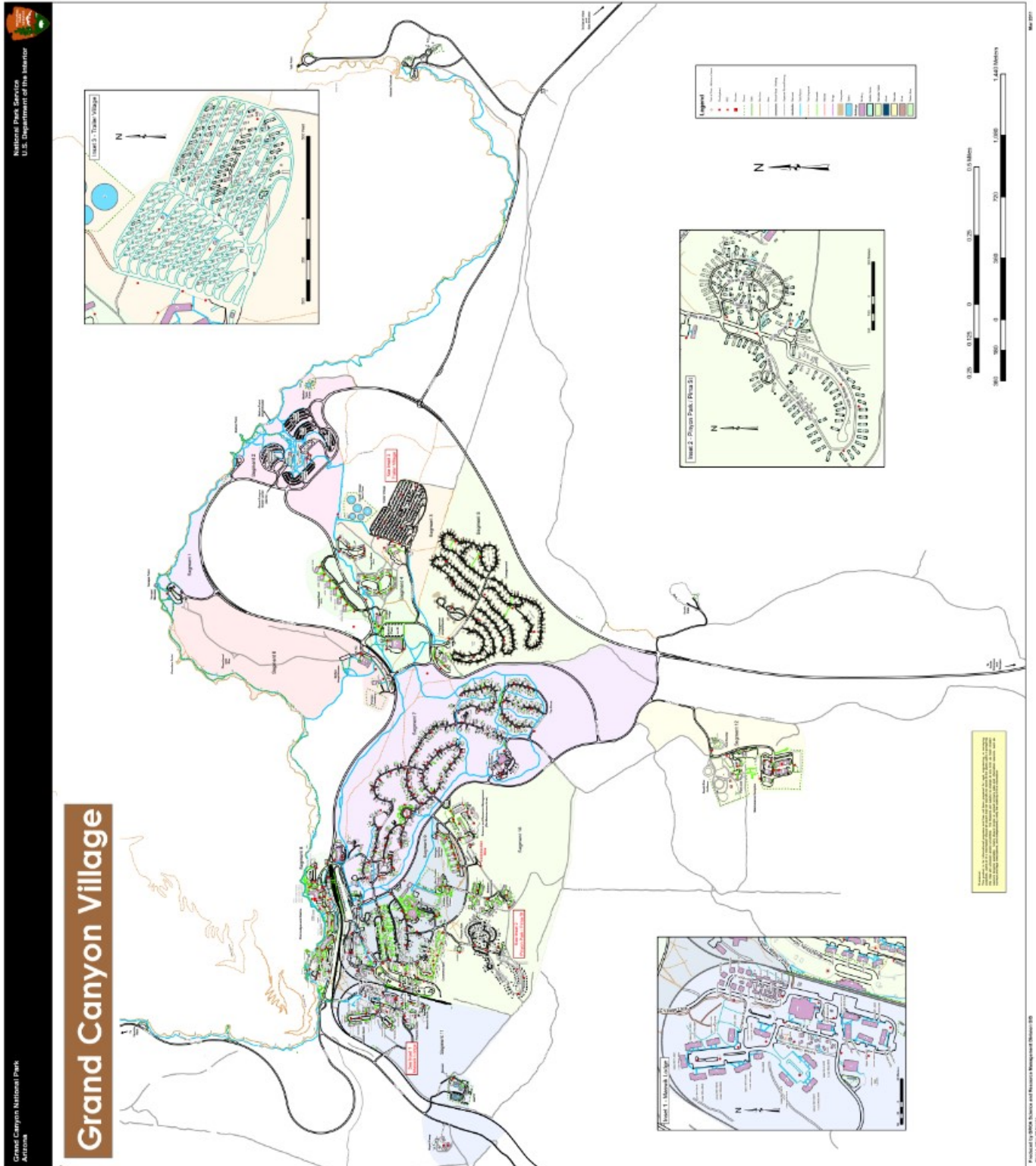
- Age: New Build or C2.
- **2 bed/2bath or 3bed/2bath****
- Entries: 2 Minimum entries (lockable and meets fire code): (Front + Side, Rear, or Other)
- Windows: Double pain. Bedrooms and living area(s)
- Pitched Roof – Shingle only (or like material – must meet NPS & Coconino County standards)
- Interior Ceiling Height: Minimum interior ceiling height – 8’ ft.
- Dimensions - Width & Length (due to lot size):**
- Minimum – 12’ x 40’ft.**
- Maximum - 24’ x 70’ft**
- Eave: 12" minimum
- Furnace / central heat; heat – electric only.
- Required Hookups: furnace/heating, refrigerator, oven, water heater, water & sewer, laundry, electric, exterior lighting.
- Appliances & Amenities: Refrigerator, range top oven, dishwasher, Furnace/heating unit(s), interior and exterior lighting, fans, cabinets & counters, sinks, flooring, toilets, water heater.
- Outlets: Meets all 110V electrical outlets standards.
- Foundation: One of the following - Ribbon + skirting, pit-set, and/or commercial grade covering. **** CCACD minimum requirements on pgs. 41 for details****
- Flooring: Vinyl, laminate, tile, carpet - (non-scratch)
- Additional Rooms required: laundry area, bedroom closets, living, dining and kitchen areas.
- Restrooms: Two Full Size (1.0) – (toilet, tub w/ shower, sink and mirror)
- Exhaust Fans: kitchen, bathrooms
- Fire Suppression: Fire Extinguisher or fire suppressant system.
- Permits & Licenses: All requirements for installing a home within GCNP, EPA, Coconino County and any other local authorities.
- Meets Building Code within GCNPS, Coconino County Community Developments & Building Safety Inspections.
- Color: Meets NPS housing protocol. Seek NPS for details of color specificity.
- Closet Space / Laundry Area.
- Front Steps / Front entry
- **Home installed, completed and livable by Sept 30th, 2024****

REQUESTED FEATURES

- Appliances & Amenities: Laundry, microwave, oven hood, doorbell, coax/ethernet ports.
- Lighting - Recessed: living room, halls, kitchen + Pendant: Dining, bedrooms
- Fans: Kitchen/Dining/Living, Bedrooms
- Garbage disposal
- HVAC : (If at no added cost for both heating and cooling)
- Mud Room(s)
- Additional Closet spaces
- Windows: Every Room: (Minimum – Living Room & Bedrooms.)

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Map 1.0 – Grand Canyon Village



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Map 2.a – Lot Location

- Adjacent (East) to - Lot 40



Map 2.b – Lot Location (Aerial View)



Lot Photos

- '42 Boulder St. / Grand Canyon, AZ, 86023 -

PHOTO - A

Lot 42A – North End (South View)

- Public Access
- Front Door / Porch / Drive



PHOTO - B

Lot 42A

– East End / (West View)



(Pg. 1 of 2)

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PHOTO - C

**Lot 42 Public Access
- Northwest Corner**



PHOTO - D

**Lot 42A
- South End / (North View)**



PHOTO - E

**Power Pedestal
- East Lot Line**



(Pg. 2 of 2)

MANUFACTURED HOME EXAMPLES
(Examples ONLY – All single-story designs welcome)

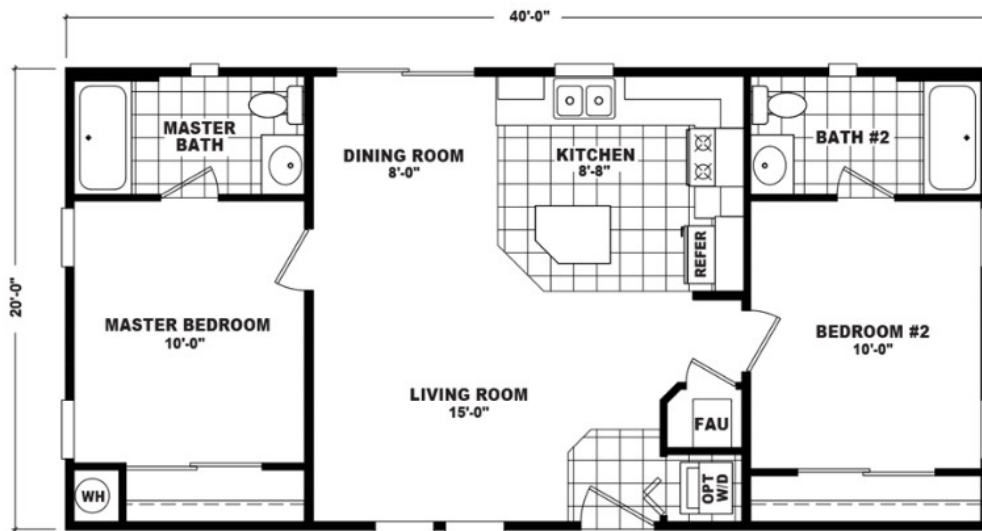


FLOOR PLAN EXAMPLES – 3/2 or 2/2

(Examples ONLY – All options available with bed/bath parameters)

20 X 40 Double Wide

HUD Manufactured Homes · 20' Wide Series



Manufactured Home Floor Plans



POLICY NAME: **Manufactured Home Foundations**

EFFECTIVE DATE: **June 28, 2022**

POLICY NUMBER: **BD-22-0001**

PURPOSE: **To Establish a Code Compliant Method of Setting
Manufactured Homes**

BACKGROUND:

On June 23, 2022, the State of Arizona Department of Housing conducted a training for local jurisdictions working under the States Intergovernmental Agreement for Services. During this training, the State made clear that, going forward, homes set in areas subject to frost heave or adverse soils shall be required to comply with the foundational requirements set forth in the 2018 International Residential Code and 24 CFR 3280.

POLICY:

Effective immediately, all manufactured home applicants will be required to include with their plan submittal and application a climate design report for the parcel to be modified. These reports can be generated by customers and contractors by visiting the County’s Building Division Design Criteria Application provided by Coconino County GIS <https://coconinocounty.maps.arcgis.com/apps/webappviewer/index.html?id=c9a2702af48f45ef8d4a759f98d3f19f> Designs for the foundational attachment to the earth shall comply with the 2018 International Residential Code, Chapter 3 & Chapter 4. Meeting the frost depth for the known climate design will be required.

This will require all manufactured homes to be placed on a continuous frost depth footing and foundation or frost depth pier foundation with an exterior perimeter skirt wall. Alternative skirting, to include vinyl skirting, will no longer be permitted. Ribbon footings within the building envelope will be accepted. Isolated concrete footings within the thermal envelope of the building will also be accepted in compliance with Section 403.1.4 of the 2018 International Residential Code. Frost free shallow foundations will not be permitted due to the inability to maintain a minimum crawl space temperature of 64°F (18°C).

ACCESS:

This substantive policy statement is available for inspection at the Community Development office or on the Coconino County website: www.coconino.az.gov



2500 North Fort Valley Road, Building 1

Flagstaff, AZ 86001

Phone: (928) 679-8850 Fax: (928) 679-8851

www.coconino.az.gov

DESIGN CRITERIA
BUILDING DIVISION

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA - COCONINO COUNTY

Designations for Table R301.2 (1) as Follows:

- A. Ground Snow Load – Coconino County Ground Snow Loads are established through a Case Study (CS) and references the “Ground Snow Load Case Study for Coconino County”.
- B. Wind Speed: 115 Ultimate Design Speed (mph).
- C. Seismic Design Category: C
- D. Weathering: Moderate
- E. Coconino County into Climate Zone: See Table R301.2 (1).
- F. Frost Line: See Table R301.2 (1).
- G. Termite – Site Specific: Moderate to Heavy.
- H. Ice Barrier Underlayment Required: See Table R301.2 (1).

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Climate Zone			Wind Design				Seismic Design Category	Subject to Damage from			Winter Design Temp (°F)	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index (°F)	Mean Annual Temp (°F)
	Elevation (ft)	Climate Designation	Climate Zone	Ultimate Design Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth (in)	Termite					
See Snow Load Study	3000 to 4500	Warm-Dry	3B	115	No	No ^a	No	C	Moderate	12		25	No			59
	4500 to 5700	Mixed-Dry	4B	115	No	No ^a	No	C	Moderate	24	Moderate to Heavy	15	Yes	Contact CD Engineering	Less Than 1500	55
	5700 to 7100	Cool-Dry	5B	115	No	No ^a	No	C	Moderate	30		4	Yes			46
	7100 to 8500	Cold-Dry	6B	115	No	No ^a	No	C	Moderate	30		-5	Yes			43

a. There is a Special Wind Region that follows the Little Colorado River valley.

- I. Flood Hazard – The Flood Plain Administrator is the Director of Coconino County Community Development.

ADOPTED CODES – Ordinance 2019-10

- A. 2018 International Building Code
- B. 2018 International Residential Code
- C. 2018 International Mechanical Code
- D. 2018 International Fuel Gas Code
- E. 2018 International Plumbing Code
- F. 2018 International Energy Conservation Code
- G. 2018 International Existing Building Code
- H. 2017 National Electric Code

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Coconino County Ground Snow Loads 2020

Building Area	Elevation (feet)	Ground Snow Load (psf)	Truss Flat Roof Snow Load (psf) ^a	Rafter Flat Roof Snow Load (psf)	Climate Zone	
Coconino County	Above 8000	Design according to accepted engineering practice				
North Rim	8500	Design according to accepted engineering practice				7B
Coconino County	7500 to 8000	75	58	75	6B	
Forest Lakes	7500	75	58	75	6B	
Hart Prairie	7750	75	58	75	6B	
Jacob Lake	7920	75	58	75	6B	
Kendrick Park	7880	75	58	75	6B	
Coconino County	6500 to 7500	60	46	60	5B/6B	
Baderville	7300	60	46	60	6B	
Clear Creek Pines	7000	60	46	60	5B	
Doney Park	7000	60	46	60	5B	
Flagstaff	7000	60	46	60	5B	
Fort Valley	7300	60	46	60	6B	
Happy Jack	7490	60	46	60	6B	
Kachina Village	6775	60	46	60	5B	
Mormon Lake	7100	60	46	60	6B	
Mountaineer	6775	60	46	60	5B	
Parks	7000	60	46	60	5B	
Pinewood	6600	60	46	60	5B	
Starlight Pines	7000	60	46	60	5B	
Tusayan	6600	60	46	60	5B	
Valle	6000	60	46	60	5B	
Coconino County	5500 to 6500	45	35	45	4B/5B	
Leupp Road		45	35	45		
Coconino County	4000 to 5500	30	23	30	4B	
Alpine Ranchos	4800	30	23	30	4B	
Ash Fork	5200	30	23	30	4B	
Cameron	4200	30	23	30	3B	
Fredonia	4700	30	23	30	4B	
Leupp	4800	30	23	30	4B	
Oak Creek Canyon	4500	30	23	30	4B	
Seligman	5200	30	23	30	4B	
Tuba City	5000	30	23	30	4B	
Twin Arrows	4850	30	23	30	4B	
Winslow	4800	30	23	30	4B	
Coconino County	Below 4000	20	20	20	3B	
Greenhaven	3650	20	20	20	3B	
Marble Canyon	3600	20	20	20	3B	
a. Flat Roof Snow Load is determined from the following equation from ASCE 7-16:51-54.						
$p_f = 0.7 \times C_e \times C_t \times I_s \times p_g$						
where:						
p_g is the Ground Snow Load						
p_f is the flat roof snow load						
C_e is the exposure factor						
C_t is the thermal factor						
I_s is the importance factor						
For Single Family Dwellings partially exposed in roughness category C, with roof ceiling R-values over 25, and of normal importance						
$p_f = 0.7 \times 1.0 \times 1.1 \times 1.0 \times p_g$						
$p_f = 0.77 \times p_g$						



OFFEROR RFP CHECKLIST

- (Please include this checklist on top of all Offerors' submitted forms and packets) -

REVIEWED:		Pages	
Table of Contents	.....	1-2	<input type="checkbox"/>
'Notice of Request for Proposal'	.....	3	<input checked="" type="checkbox"/>
RFP Dates & Deadlines	.....	4	<input checked="" type="checkbox"/>
Communications & Contact	.....	5	<input checked="" type="checkbox"/>
Instructions - Standard & Specific	.....	6-16	<input type="checkbox"/>
Terms & Conditions Standard & Specific	.....	17-31	<input type="checkbox"/>
Scope of Work**	.....	32-33	<input type="checkbox"/>

OFFEROR / COMPANY DOCUMENTS			
W-9	.....	45	<input checked="" type="checkbox"/>
Insurance	.....	46	<input checked="" type="checkbox"/>
Bonding Capacity		<input type="checkbox"/>
Company's Legal Entity Documentation - LLC, S-Corp, etc.		<input type="checkbox"/>
Manufactured Home(s) & Material Warranties		<input type="checkbox"/>
Company Home Packet Options (w/Attachment 14)	.....	69	<input checked="" type="checkbox"/>
Highly Encourage but not required			
*BBB Certificate & Recognition		<input type="checkbox"/>
*References & Company History		<input type="checkbox"/>

GCUSD FORMS			
Checklist - Scope of Work	.....	32-33	<input type="checkbox"/>
Attachment 1 - 'Offeror Checklist'	.....	43	<input checked="" type="checkbox"/>
Attachment 2 - 'Offeror Contact Information'	.....	44	<input checked="" type="checkbox"/>
Attachment 5 - 'Contracts use of Federal Funds'	.....	47-53	<input type="checkbox"/>
Attachment 6 - 'Non-Collusion Affidavit Form' **Notarized****	.....	54	<input checked="" type="checkbox"/>
Attachment 7 - 'Conflict of Interest Disclosure Form'	.....	55	<input checked="" type="checkbox"/>
Attachment 8 - 'Deviations & Exceptions Form'	.....	56-57	<input type="checkbox"/>
Attachment 9 - 'Company Information & Questionnaire'	.....	58-61	<input type="checkbox"/>
Attachment 10 - 'Subcontractor List'	.....	62	<input checked="" type="checkbox"/>
Attachment 11 - 'Site Verification Acknowledgement'	.....	63	<input checked="" type="checkbox"/>
Attachment 12 - 'Confidentiality & Non-Disclosure Agreement'	.....	64-65	<input type="checkbox"/>
Attachment 13 - 'Proposal & Award Notification'	.....	66-68	<input type="checkbox"/>
Attachment 14 - 'Pricing Table & Attachments'	.....	69	<input checked="" type="checkbox"/>
Attachment 15 - 'Amendment Acknowledgement Form'	.....	70	<input checked="" type="checkbox"/>



OFFEROR CONTACT INFORMATION

COMPANY'S NAME: _____

PURCHASE ORDERS / INVOICING:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Orders to: _____

PHYSICAL ADDRESS:

Same as above

Building/Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

CONTACT INFORMATION:

	Phone	Email
Customer Service		
Accounts Receivable		
Other: _____		
Other: _____		

(Example Only – Please provide)



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



GRAND CANYON UNIFIED SCHOOL DISTRICT #4

100 BOUDLER ST.
GRAND CANYON VILLAGE, AZ 86023

RFP#: 24-24-01

(Example Only – Please provide)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

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

CERTIFICATE HOLDER

CANCELLATION

Grand Canyon Unified School District #4, 100 Boulder St., PO Box 519, Grand Canyon, AZ 85023. SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)



CONTRACTS USE OF FEDERAL FUNDS

The following certifications and provisions are required and apply when the Grand Canyon Unified School District, also referred to as, “*The District*” expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between Grand Canyon Unified School District and awarded Offeror (“Offeror”) in all situations where Offeror has been paid or will be paid with federal funds:

(A). Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice. If the District, in its sole discretion, decides that it is in the best interest of the District to do so. Offeror will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other offerors when it is in the District’s best interest.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal



Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree to abide by the above? YES _____ Initials of Authorized Representative of Offeror

(D). Davis-Bacon Act

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions



which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the District expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, Offeror certifies that during the term of an award for all contracts by the District resulting from this procurement process, Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(G). Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District, Offeror certifies that during the term of an award for all contracts by the District resulting from this procurement process, Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(H). Debarment and Suspension



Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Offeror certifies that during the term of an award for all contracts by the District resulting from this procurement process, Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(I). Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Offeror certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(J). Procurement of Recovered Materials



When federal funds are expended, the District and its contractors 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the offeror certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(K). Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, offeror certifies, by signing this document, that to the greatest extent practicable offeror will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

(L). Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, offeror certifies, by signing this document, offeror will not purchase equipment, services, or systems that use "covered telecommunications", as



defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Offeror further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Offeror agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Offeror further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror



CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? YES _____ Initials of Authorized Representative of Offeror

OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Offeror’s Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



NON-COLLUSION AFFIDAVIT FORM

Project Title: 'GCUSD Teacherage Housing Proposal'

RFP Number: 24-24-01

Issuing Organization: GCUSD – Grand Canyon Unified School District #4

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying proposal, having first been duly sworn, I hereby depose, and state as follows:

- ✓ The accompanying proposal is genuine and such proposal is neither a sham nor collusive, nor is such proposal made in the interest of or on behalf of any person or corporation not named herein.
- ✓ The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive proposal, or induced or solicited any other Offeror to refrain from submitting a proposal.
- ✓ The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other Offeror.
- ✓ That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with ARS § 15-213 (O), AAC R7-2-1024 (B.1.q), and AAC R7-2-1003 (J).

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of

_____, 20_____

Notary Public: _____

My Commission Expires: _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE.

Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at <https://azsos.gov/business/notary/enotary>



CONFLICT OF INTEREST DISCLOSURE FORM

Offeror interested in conducting business with Grand Canyon Unified School District shall complete and return this form to be eligible to be awarded a contract resulting from this solicitation.

Offeror shall comply with the terms below and as prescribed by the State of Arizona in accordance with ARS § 38-502, ARS § 15-213 (O), AAC R7-2-1024 (B.1.q), and AAC R7-2-1003 (J).

Offeror Name:	
Address:	
Email:	
Phone:	

Certification:

I hereby certify the following based on my actual knowledge:

1. No actual or reasonably foreseeable conflict of interest between the District and the offeror exists.
2. No District official, employee, or employee's relative has an ownership interest in offeror or is deriving personal financial gain from this contract.
3. No District official, employee, or employee's relative is contemporaneously employed or prospectively employed by the offeror.
4. Offeror hereby declares it has not and will not offer, confer, or agree to confer any personal gift or benefit on a District official, employee, or employee's relative.
5. Any exceptions to the above certification are noted below and, if necessary, a new certification will be provided if exceptions arise during the term of this contract or subsequent contracts.

Conflict of Interest Disclosure	
Name of District official, employee, employee's relative:	
Potential Conflict (e.g., Relationship, Ownership, Financial Gain, Employment):	

By submitting this completed form, I attest that the answers provided are true and accurate as of the date of this disclosure.

Signature of Authorized Offeror Representative

Date



DEVIATIONS & EXCEPTIONS FORM

Project Title: 'GCUSD Teacherage Housing Proposal'

RFP Number: 24-24-01

Issuing Organization: GCUSD – Grand Canyon Unified School District

Offeror: [Offeror's/Company Name] _____

Instructions:

An Offeror may propose any deviations or exceptions to the requirements outlined in the Request for Proposal (RFP) issued by GCUSD. Offerors shall indicate any, and all deviations/exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the Solicitation where the exceptions occur and describe them in detail. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the proposal.

Areas that are not considered for deviation or exception are as follows, but not limited to:

- Lot location
- Date of Completion
- SQ Ft. high/low parameters
- "Specifications – Min. Manufactured Housing & Installation Requirements" - Pg. 33
- Coconino County Development Requirements & Design Criteria
- NPS building requirements & specifications.

Deviations / Exceptions (mark one):

No Deviations / Exceptions

Deviations / Exceptions Taken (explain in detail – attach additional pages if needed):



COMPANY INFORMATION & QUESTIONNAIRE

Contractor Responsibility: The Contractor must have the capability and capacity in all respects to satisfy the **Scope of Work** for the project. Your response to the following questions and the additional required documentation will be taken into consideration when determining if your firm meets the responsibility requirements.

Complete the following table and provide additional information and/or documents as required.

1.	Legal Business Name:	
2.	Federal Employer ID:	
3.	DBA:	County Filed:
4.	Website Address:	
5.	Principal Place of Business Address:	
6.	Telephone:	Fax:
7.	Authorized Contact for Questionnaire:	
	Name: _____	Title: _____
	Telephone: _____	E-mail: _____

(Continued)



8.	<p>Type of Business:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Sole Proprietor</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Not-For-Profit Corporation:</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Other: _____</p> <p>State of Incorporation: _____</p> <p>State/County Filed In: _____</p> <p>State/County Filed In: _____</p> <p>Charities Registration No.: _____</p> <p>Jurisdiction Filed: _____</p> <p>State/County Filed In: _____</p> <p>Jurisdiction Filed: _____</p>
9.	<p>If not incorporated in the State of Arizona, please provide a current certificate of good standing from your state or applicable jurisdiction.</p>
10.	<p>Number of years in business providing the same type of services described in this solicitation (minimum of five years required to be considered): _____ Years</p>
11.	<p>Does your firm use, or have you used in the past five years, any other business name, FEIN, or DBA other than what is listed above? *If Yes, provide the name(s), FEIN(s) and DBA(s) and the address for each such company and DBA on a separate piece of paper and attach to this response. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

12.	<p>Is the offeror in good standing with its primary financial institution? *If Yes, attach letter confirming from primary financial institution.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
13.	<p>Within the past five years, has the offeror, any principal, owner, officer, major stockholder (as previously define), affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following: *For each Yes answer to questions listed in the section, provide on additional sheets regarding the finding, including but not limited to cause, current status, resolution, etc.</p>	
	<p>(a) A judgment or conviction for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>(b) A criminal investigation or indictment for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>(c) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state, or local government agency including, but not limited to judgments</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>



RFP#: 24-24-01

	based on taxes owed and fines and penalties assessed by any federal, state, or local government agency?	
	(d) An investigation for a civil or criminal violation for any business-related conduct by any federal, state, or local agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(e) A grant of immunity for any business-related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(f) A federal, state, or local government contract suspension or termination for cause prior to the completion of the term of a contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(g) A federal, state, or local government suspension or debarment from the contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(h) A federal, state, or local government denial of lease or contract award for non-responsibility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state, or local contract or lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(j) A federal state or local determination of willful violation of any public works or labor law or regulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(k) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(l) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	During the past three years, has the offeror failed to file returns or pay any applicable federal, state, or local government taxes? <i>*If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Have any bankruptcy proceedings been initiated by or against the offeror or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the offeror or its affiliates, regardless of the date of filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Does the offeror have the financial resources necessary to fulfill the requirements of the proposed contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No



The undersigned personally and on behalf of the legal business identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that the GCUSD will rely upon the information contained herein and in any attached pages for purposes of evaluating contractor's responsibility for contract award and the District may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein.

Signature of Officer

Printed Name of Officer

Title



SUBCONTRACTOR LIST

Offeror Company's Name

Offeror must list below the trade, subcontractor name, license, and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated **within Grand Canyon National Park and the grounds of GCUSD**. Failure on the part of Offeror to complete this list properly shall constitute sufficient grounds to reject the offeror.

Subcontractors shall be properly licensed to perform the work required and not be debarred or suspended by a federal, state or local government from the contracting process. GCUSD may demand additional information about proposed subcontractors as a precondition of award. Subcontractors do not need to be listed if they are working off site at a manufacturing plant, Company's physical location, or 30 miles from Grand Canyon National Park.

You may attach a separate sheet of all contractors if needed for further clarification and information. Please still list below, for quick reference all subcontractors that may be used, such as electrical, plumbing, HVAC, roofing, concrete, etc.

If no subcontractors will be used, state "NONE" below.

TRADE	SUBCONTRACTOR NAME	LICENSE NO./CLASS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



SITE VERIFICATION ACKNOWLEDGEMENT

Offering Company: (Name) _____ has visited the following sites:

Grand Canyon Unified School District Lot 42A/B located west of the Catholic Church and adjacent to Lot 40 as shown in the pictures of the RFP within.

YES

If 'YES', Date seen: _____

NO

If 'NO' - Company is aware and liable for statement and details within, 'Specific Instructions to Offerors', pg.16, Paragraph 6.ii, "Site Walk-Through'.

Offeror is fully aware and cognizant of all present conditions seen and unseen. Contractor further stipulates & agrees that no allowances will be made for any conditions that are apparent through visual inspection at the subject site.

Inspections were made by the following personnel of Offering Company:

Name(s): _____

Any Questions, Concerns of the site specifically may be addressed below, or within the 'Questionnaire Addendum' section.



**** (RFP) - CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT -**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into effective as of:

[Date] _____

by and between:

Solicitor//Client: **Grand Canyon Unified School District ("GCUSD")** _____

located at: [Address] 100 Boulder St, Grand Canyon, AZ 85142

and

[Offeror Name] _____

located at [Address] _____

****1. Purpose****

GCUSD intends to engage in discussions with Offeror regarding the building, installation, and purchasing of a manufactured home. In connection with these discussions, GCUSD may disclose certain Confidential Information (defined below) to Offeror.

****2. Definition of Confidential Information****

"Confidential Information" means any and all non-public information, whether in written, oral, electronic, or other form, disclosed by GCUSD to Offeror, directly or indirectly, in connection with the discussions regarding the manufactured home project. Confidential Information may include, but is not limited to, specifications, designs, plans, drawings, financial information, proprietary technology, and any other information relating to GCUSD's business operations.

****3. Non-Disclosure Obligations****

Offeror agrees to maintain the confidentiality of all Confidential Information disclosed by GCUSD and to use such Confidential Information solely for the purpose of evaluating and discussing the potential project. Offeror agrees not to disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of GCUSD.

****4. Exceptions****

The obligations set forth in Section 3 shall not apply to any information that: (a) is or becomes publicly available through no fault of Offeror; (b) was already known to Offeror at the time of disclosure by GCUSD, as evidenced by written records; (c) is rightfully received by Offeror from a third party without restriction on disclosure; or (d) is independently developed by Offeror without reference to or use of any Confidential Information.

****5. Protection of Confidential Information****



Offeror agrees to take all reasonable measures to protect the confidentiality of the Confidential Information, including but not limited to implementing and maintaining adequate physical, technical, and administrative safeguards to prevent unauthorized access, use, or disclosure.

****6. Return or Destruction of Confidential Information****

Upon the written request of GCUSD or upon termination of discussions between GCUSD and Offeror regarding the potential project, Offeror shall promptly return or destroy all Confidential Information in its possession, custody, or control, and shall provide written certification of such return or destruction upon request.

****7. Term****

This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of: (a) the completion of the discussions regarding the potential project; or (b) written termination by either party. Notwithstanding termination, the obligations of confidentiality and non-disclosure shall survive for a period of [insert duration] from the date of termination.

****8. Governing Law****

This Agreement shall be governed by and construed in accordance with the laws of Arizona, without regard to its conflict of laws principles.

****9. Entire Agreement****

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

Both proposing and soliciting parties have executed this Agreement as of the effective dates signed below:

By: ****Grand Canyon Unified School District****

Title: Business Manager / CFO

Name: LEVI FRYE

Date: 03/25/24

OFFEROR:

Company Name: _____

Title: _____

Representative's Name: _____

Date: _____

PROPOSAL AND AWARD NOTIFICATION

Pg 1 of 3

By signing below the Undersigned hereby submits a proposal and agrees to furnish the material, services, and construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the proposal, if awarded. Signing is agreement to all terms and all RFP language written within. Upon board approval of winning proposal, shall the remainder of this proposal acceptance become winning contract by completion below of GCUSD authorized representative.

CERTIFICATION

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

1. The submission of the proposal did not involve collusion or other anti-competitive practices and Offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213 (O), AAC R7-2-1033 (J) and AAC R7-2-1042 (A.1.1) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or ARS §§ 41-1461 through 1465.
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees, which requires compliance with Federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the proposal. Signing the proposal with a false statement shall void the proposal, any resulting contract and may be subject to legal remedies provided by law.
8. By submission of this proposal, the Offeror acknowledges that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

- Continue to pg. 2 -



Pg 2 of 3

- 9. By submission of this proposal, the Offeror acknowledges that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

Company Name: _____

Address: _____

Phone: _____

City: _____

State: _____

Zip: _____

Email: _____

****By Signing this agreement Offeror understands it is only acknowledging Offerors' submission of said proposal. If awarded, solicitor/GCUSD will publicly announce winning proposal, sign, and finalize the last page of this document and contact winning Offeror. ****

Signature of Person Authorized to Sign Proposal

Printed Name:

Title(s): _____

- Continue to pg. 3 -



ACCEPTANCE UPON WINNING PROPOSAL - OFFICE USE ONLY

This Proposal is hereby accepted and award to: _____

If said contractor is the winning proposal, contractor is now bound to sell the materials and services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s proposal as accepted by the Grand Canyon Unified School District within this RFP.

This contract shall henceforth be referred to as Contract No. 24-24-01 ‘Teacher Housing- Purchase & Installation’ for GCUSD.

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

Awarded this day of: _____, 2024.

This contract shall be effective as of: _____, 2024.

[GCUSD Board President]

[Date]

[GCUSD Authorized Representative]

[Date]

[GCUSD Superintendent]

[Date]



PRICING TABLE & ATTACHMENTS:

****Please ATTACH with this form any & all Manufactured Homes packets, information, pictures, floor plans, with itemized purchase cost, installation, and total cost for review to be considered. **** If no packets, pictures, floor plans, and specs from the 'SPECIFICATIONS' page are attached, example attached will be null and void.

Below please SUMMARIZE TOTAL COSTS (Purchase + Installation) for each manufactured home Offeror has attached. If the Offeror has multiple options to present, pick your 5 top options. Evaluation weight and award will NOT be determined on more options to choose from, but the best home option that meets the requirements of this RFP.

****DO NOT include taxes on the chart below****

****8 Example****

o EXAMPLE - Purchase Cost\$ \$150,000 + Installation\$ \$20,000 = TOTAL COST \$170,000

<input type="checkbox"/>	HOME 1	- Purchase Cost\$	_____	+ Installation\$	_____	= TOTAL COST\$	_____
<input type="checkbox"/>	HOME 2	- Purchase Cost\$	_____	+ Installation\$	_____	= TOTAL COST\$	_____
<input type="checkbox"/>	HOME 3	- Purchase Cost\$	_____	+ Installation\$	_____	= TOTAL COST\$	_____
<input type="checkbox"/>	HOME 4	- Purchase Cost\$	_____	+ Installation\$	_____	= TOTAL COST\$	_____
<input type="checkbox"/>	HOME 5	- Purchase Cost\$	_____	+ Installation\$	_____	= TOTAL COST\$	_____



AMENDMENT ACKNOWLEDGEMENT FORM

Project Title: ***'GCUSD Teacherage Housing Proposal'***

RFP Number: **24-24-01**

Issuing Organization: **Grand Canyon Unified School District**

Date Issued: **Thursday, April 11th, 2024.**

Instructions:

Please complete this form to acknowledge receipt of any current and future amendments or changes to the Request for Proposal (RFP) issued by Grand Canyon Unified School District. This form must be submitted along with your proposal to confirm that you have taken into account all amendments issued by the school district now and during the RFP date range. Any further Amendments or Addendums will be added separately, attached the GCUSD public website, emailed to all bidding offerors and notified again prior the final deadline.

The Offeror hereby acknowledges receipt of all current and future amendment(s) associated with RFP 24-24-01 during its time of implementation and solicitation.

I, [Representative], _____

acknowledge receipt of the following amendments to the RFP:

- 1. RFP Original Form:** - Release Date: **Thursday, April 11th, 2024.**
- 2. Amendment #1 – Site Walk Through Questionnaire #1:** - Release Date: **Friday, April 19th, 2024**
- 3. Amendment #2 – Final RFPs Questionnaire #2:** - Release Date: **Friday April 26th, 2024**

I confirm that I have reviewed the amendments listed above into my proposal and any future amendments that may occur. I understand that failure to acknowledge and address all amendments throughout the RFP process may result in the rejection of my proposal. I understand that this and any other Amendment Acknowledgement Forms must be submitted along with my proposal by the specified deadline of the RFP by: **Thursday, May 2nd, 2024 – 12:00pm** (AZ standard time).

Company Representative's Signature: _____ Date: _____

Printed Name: _____

Title: _____ Company Name: _____

Please submit this form along with your proposal by the specified deadline. If you have any questions or need further clarification, please contact Grand Canyon Unified School District 'Business Office' Liaison, Levi Frye.