

LIBERTY ELEMENTARY SCHOOL DISTRICT #25

Notice of Request for Qualifications Construction Manager at Risk

REQUEST FOR QUALIFICATIONS (RFQ) NUMBER: _____ 24-01-24

MATERIAL AND/OR SERVICE: _____ Construction Manager at Risk for
LESD School #8

ISSUANCE DATE: _____ January 9, 2024 _____

SUBMITTAL DUE DATE: _____ January 23, 2024 _____ TIME: _____ 9:00 AM MST-Arizona _____

RFQ OPENING LOCATION:

Liberty Elementary School District #25
19871 W. Fremont Road
Buckeye, Arizona 85326

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, Request for Qualifications for the materials or services specified will be received by the Liberty Elementary School District, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and the name of each offeror will be publicly read. All other information contained in the Request for Qualifications shall remain confidential until award is made.

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a qualification not properly addressed or identified. Qualifications shall be in the actual possession of the Purchasing Department on or prior to the time (based on the official District time clock) and date, and at the location indicated above. Late submittals shall not be considered. Please indicate the Request for Qualifications number on the envelope.

Qualifications must be submitted in a sealed envelope with the Request for Qualification number and the offerors name and address clearly indicated on the envelope. All qualifications must be completed in ink or typewritten. Additional instructions for preparing a qualification are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION DOCUMENT.

Written questions regarding this solicitation should be directed to:

Exec Dir Bus.

Services: _____ Beth Strickler

Phone Number: _____ (623) 474-6613

Email: _____ estrickler@liberty25.org

Fax Number: _____ (623) 474-6629

Deadline for
Questions: _____ January 17, 2024; 3:00 p.m.

Table of Contents

<u>Section</u>	<u>Page</u>
Uniform Instructions to Offerors	3
Uniform Terms and Conditions.....	7
Special Terms and Conditions	12
Section I – Scope of Work.....	16
Section II – Evaluation Process & Criteria	18
Section III – Submittal Requirements	20
Section IV – Submittal Format & Checklist	21
Attachment – Offer and Acceptance Form	23
Attachment – Performance Bond Form	24
Attachment – Payment Bond Form	25
Attachment – Confidential/Proprietary Submittals Form	26
Attachment – Certificate of Insurance Sample Form	27
Attachment – Non-Collusion Affidavit Form.....	28
Attachment – Responsible Contractor Certification.....	29
Attachment – Construction Manager at Risk Performance Reference Form.....	31

DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at:

<https://www.azleg.gov/arstitle/>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at

http://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

www.irs.gov/forms-pubs/about-form-w-9

UNIFORM INSTRUCTIONS TO OFFERORS

1. 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/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243.
- D. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- E. **“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.
- F. **“Offer”** means a response to a request for qualifications.
- G. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.
- H. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- I. **“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.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting their Qualifications. Lack of care in preparing a Request for Qualifications shall not be grounds for withdrawing the submittal 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. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Request for Qualifications due date and time. 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 or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. **Solicitation Amendments/Addenda.** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. **Pre-Submittal Conference.** If a pre-submittal conference has been scheduled under this Solicitation, the date, time, and location shall 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 or Addendum.
- H. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Submittal Preparation

- A. **Forms:** A response to a Request for Qualifications 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.

UNIFORM INSTRUCTIONS TO OFFERORS

- B. Typed or Ink; Corrections. A response to a Request for Qualifications should be typed or in ink. Erasures, interlineations or other modifications in the submittal should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 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 Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer 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 solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- F. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- G. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. 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 Price Sheet.
- I. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the School District/ Public Entity will conclude that the price(s) offered includes all applicable taxes.
- J. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to 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.
- K. 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. Addenda/Amendments;
 - 2. Special Instructions, Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Uniform Instructions to Offerors.
- L. Delivery. 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).

4. Submission of Submittals

- A. Sealed Envelope or Package. Each Offer shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Qualifications is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted response shall be rejected.

UNIFORM INSTRUCTIONS TO OFFERORS

- C. Offer Amendment or Withdrawal. An Offeror may modify or withdraw an Offer in writing at any time before Qualifications opening if the modification or withdrawal is received before the Qualifications due date and time at the location designated in the Solicitation. An Offer may not be amended or withdrawn after the due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity pursuant to R7-2-1006. If an Offeror believes that information in its submittal 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 accompany the submission 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.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. This response to a Request for Qualifications has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition; 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 engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; 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. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participation 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. By submission of this Offer, 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; and
 5. It is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARS §35-393.

5. Additional 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 is not a factor in determining the most advantageous Offer.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/Public Entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS

6. Award

- A. Number or Types of Awards. Where applicable, the School District/Public Entity 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, by region, or by location, as indicated within the Special Instruction, Terms and Conditions. The award will be limited to the least number of Offerors that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. Contract Inception. An Offer 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 Offer is accepted in writing by the School District/Public Entity's 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 offer.
- C. Effective Date. The effective date of this Contract shall be the date that the School District/Public Entity signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

7. 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 filed with the District Representative, Elizabeth Strickler Procurement Specialist.

- 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;
 - 5. The form of relief requested; and
 - 6. The interested party shall promptly supply any other information requested by the district representative.
- B. 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.
- C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
- D. 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 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 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.

UNIFORM TERMS AND CONDITIONS

1. 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, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- 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 or 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 Parol 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.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2004-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. 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/Public Entity 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/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity 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/Public Entity 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.
- F. 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.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. 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/Public Entity.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

UNIFORM TERMS AND CONDITIONS

2. State and Local Transaction Privilege Taxes. The School District/Public Entity 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/Public Entity 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, Contractor shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- 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.

5. 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 for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity 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 - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity 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/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. 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.

UNIFORM TERMS AND CONDITIONS

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, 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, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity 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.

6. 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/Public Entity 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/Public Entity 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 or testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or 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 Contractor 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. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 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 Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this 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/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

UNIFORM TERMS AND CONDITIONS

- B. Stop Work Order.
1. The School District/Public Entity 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 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/Public Entity 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/Public Entity 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 of Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity 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.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years 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/Public Entity 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. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity 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/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/Public Entity 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.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity 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/Public Entity. 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/Public Entity. 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.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity 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/Public Entity.

UNIFORM TERMS AND CONDITIONS

3. The School District/Public Entity 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/Public Entity for any excess costs incurred by the School District/Public Entity in procuring materials or services.

F. 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.

9. **Contract Claims.** All Contract claims and controversies under this Contract shall be resolved according to A.A.C. R7-2-1155 through R7-2-1159 and rules adopted thereunder.

10. **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.

11. **Contractor's Employment Eligibility**

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

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

Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the 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.

12. **Fingerprint and Background Checks**

In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District or Public Entity.

13. **Registered Sex Offender Restriction.** Pursuant to this Contract, the Contractor agrees by acceptance of this Contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

14. **Terrorism Country Divestments.** Per ARS § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. **Boycott of Israel.** Per ARS § 35-393, Arizona public entities and other states as applicable, may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contact to not engage in, a boycott of Israel.

16. **Affordable Care Act.** Vendor 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 Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

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

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Liberty Elementary School District (District) intends to establish a contract for a Construction Manager at Risk (CM@Risk) for the School #8 (Project).
2. **CONTRACT TYPE:** This Request for Qualifications (RFQ) document, firm's response, and the formal District Contract and General Conditions between Owner and Construction Manager at Risk will become the controlling contract documents for this procurement. The terms, conditions, and requirements of this RFQ will also be part of the final contract. The proposal contract will be shared with the short-listed firms prior to final award selection.
3. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the Director of Finance in the 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 District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.
4. **SUBMITTAL MODIFICATION:** The District will not be responsible for Offerors adjusting their Statement of Qualification (submittal) based on oral instructions by any member of the District staff or by contracted consultants or agents. RFQ will be modified by issuance of a solicitation amendment by the Purchasing Department.
5. **CONTRACT MODIFICATION:** No modification of this contract shall bind the District unless a formal contract amendment is executed between the District and the Contractor.
6. **CHANGES TO WORK:** The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District. All changes shall be documented by formal amendment or change order to the contract.
7. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date of award and shall continue until completed unless terminated, canceled or extended as otherwise provided herein.
8. **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the Procurement Specialist listed on the cover of this document via mail, fax or email. Offerors shall not contact or ask questions of the school or department for which this requirement 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 Statement of Qualifications and may not be opened until after the official solicitation due time and date.

All questions related to this solicitation shall be submitted in writing as soon as possible and at least seven (7) days before the due date and time of this RFQ. Direct all inquiries to Elizabeth Strickler via mail, fax or email as listed on the cover of this document. Do not contact the school, facilities, architect or engineer.

9. **LATE SUBMITTAL:** Submittals will be date and time stamped when received. Submittals will be accepted up to but no later than the time indicated in the Request for Qualifications. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having its Proposal deposited on time at the place specified. Submittals received after the time stated in this document will not be considered and will remain unopened. District will promptly send written notice of late receipt to the offeror. The District may discard the document 30 days after the date on the notice unless the offeror requests the document be returned.

The official clock for determining the time shall be that utilized by the Purchasing Department at the place RFQ's are received and stamped.

10. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation document shall be open for public inspection.
11. **AWARD:** The District shall award a single contract for CM@Risk through the process as defined in A.A.C. R7-2-1102 through R7-2-1115. If a contract for construction services is entered into, construction shall not commence until the District and Contractor agree in writing on a guaranteed maximum price for the construction to be commenced. Once the District enters into a contract for pre-construction or construction services, the procurement process is closed.
12. **O.S.H.A. GUIDELINES:** The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

SPECIAL TERMS AND CONDITIONS

Pay for all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

13. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages, the Contractor shall agree to pay to the District liquidated damages in the amount of \$1,000.00 per calendar day for every day exceeding the established substantial completion date and \$500.00 for every day the Contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The District, at its sole discretion, will determine what event(s) is beyond the control the Contractor.
14. **PROTECTION OF DISTRICT:** The Contractor shall protect all furnishings from damage and shall protect the School District's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The Contractor shall confine his equipment, storage of materials, and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

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

15. **TRAINING ON EQUIPMENT:** The Contractor shall be required to give whatever instructions are necessary in the operation and care of the equipment furnished to the persons employed by the District to operate, use, or maintain this equipment, so as to qualify them thoroughly for the proper operation and/or maintenance of the equipment.
16. **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.
17. **PERFORMANCE BOND:** The Contractor shall be required to furnish irrevocable security binding the Contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Liberty Elementary School District.

Performance security shall be in the form of a performance bond, certified check, or cashier's check. This security must be in the possession of the District Purchasing Department within the time specified or ten (10) days after agreement of GMP. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in Arizona, or in a manner satisfactory to the District.

18. **PAYMENT BOND:** The Contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check, certified check, or money order. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.
19. **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.
20. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of License.
21. **PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any and all permitting. The installation shall be in complete compliance with all federal, state, and city codes.

SPECIAL TERMS AND CONDITIONS

22. **LIENS:** Because this is a public purchase, Contractor shall hold the District harmless from any claimants supplying labor or materials to the Contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the District will make payment.
23. **FIRE PROTECTION:** Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA, to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.
24. **USE AND OCCUPANCY:** The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the Contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.
25. **BARRIERS:** The Contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.
26. **SITE INSPECTION:** Prior to submitting the GMP, Contractor shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the Contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.
27. **INSPECTION:** All materials, service, or construction are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Contractor's risk and may be returned to Contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the Contractor.
28. **DAMAGES:** The Contractor shall be liable for any and all damage caused by him or his employees to the District premises. The offeror 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.
29. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish 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. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.
30. **WARRANTY:** All workmanship and materials shall be warranted for two years from date of acceptance of project. This will be submitted in written form to the District at completion of Project.
31. **SPILLAGE:** Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.
32. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
 - B. If key personnel are not available for work under this contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
33. **DISTRICT DELAY:** In accordance with R7-2-1087(D) the Contractor will negotiate with the District for the recovery of damages related to expenses incurred by the Contractor for a delay for which the school district is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.
34. **FINGERPRINT & BACKGROUND CHECKS:** In accordance with ARS 15-512(H), a contractor, subcontractor or vendor or

SPECIAL TERMS AND CONDITIONS

Any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, and Article 3.1. Therefore, the contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by the Department of Public Safety and all employees must carry fingerprint cards at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs associated with verification and any remedies are the sole responsibility of the contractor and any proposed subcontractor.

SECTION I – SCOPE OF WORK

1. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to contract with a qualified firm to provide Construction Manager at Risk services for design support, preconstruction and possible construction for the School #8 (Project). The project is briefly presented in the following paragraphs.

2. PROJECT DESCRIPTIONS

2.1 Description: Work closely with the project architect, and District personnel for design support and possible construction for the School #8. The following scope of work for this project is subject to change:

Construction of a new K-8 school; new construction may include classrooms, media center, multipurpose room, etc.

2.2 Location: District property located in La Privada/Amber Meadows neighborhood, Buckeye, AZ

2.3 Estimated Budget: TBD

2.4 GMP Board Approval: April 14, 2024

2.5 Substantial Completion: TBD

2.6 Architect of Record: DLR

3. PRE-CONSTRUCTION SERVICES

The CM@Risk will provide the following pre-construction services that may include, but are not limited to the following:

- 3.1 Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.
- 3.2 Consult with the District and architect and/or engineer regarding site use and improvements, phasing of the various projects, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective.
- 3.3 Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets and possible economies.
- 3.4 Prepare and periodically update a preliminary project schedule for the architect's and/or engineer's review and the District's approval. At a minimum, this schedule shall be updated on a monthly basis.
- 3.5 The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, architect and/or engineer and CM@Risk. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
- 3.6 When design documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The District will not proceed until the cost estimate is within the specified budget limits.
- 3.7 During the preparation of the construction documents, the CM@Risk shall update and refine the cost estimate when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget, the CM shall make recommendations to the District and architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal for owner approval.
- 3.8 The CM@Risk will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.
- 3.9 The firm shall recommend to the District and architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.

4. CONSTRUCTION SERVICES

SECTION I – SCOPE OF WORK

Construction services may not commence until the District and the CM@Risk agree upon the terms of a GMP contract. If the District and the CM@Risk are unable to agree upon the terms of a GMP contract, the District reserves the right to end the association and prepare a new solicitation. The CM@Risk will provide the following construction services that may include, but are not limited to, the following:

- 4.1 The CM@Risk will be responsible in assuring that subcontractors abide by all law, code, statute, insurance, bonding and license requirements.
- 4.2 Enter into “At Risk” contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the proposed.
- 4.3 Schedule and conduct pre-construction meetings.
- 4.4 Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:
 - a. Regular job site meetings and minutes.
 - b. Maintain daily on-site project log and schedule report.
 - c. Oversee quality assurance testing and inspection programs.
 - d. Maintain master set of construction documents on site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
 - e. Maintain financial project status reports.
- 4.5 Develop, update and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- 4.6 Report schedule variances and prepare recovery plans.
- 4.7 Coordinate special consultants and testing lab services contracted by owner as required.
- 4.8 Administer post building close-out and **two-year warranty** collection, start-up and transition to operation.
- 4.9 Provide construction program accounting and reporting to the District as required.
- 4.10 Work with architect and/or engineer and District personnel on the project and submit pay request for approval, issue RFI's when necessary, and assist the owner and architect as required for the timely completion of the project.
- 4.11 Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.

SECTION II – EVALUATION PROCESS & CRITERIA

1. EVALUATION PROCESS OVERVIEW

The District has elected to use the Construction Manager at Risk (CM@Risk) process for the selection of construction manager to perform pre-construction services and possibly construction services for School #8.

- A. The selection committee shall evaluate all submittals in accordance with defined criteria set forth in this document.
- This RFQ will result in a single contract awarded to a single firm.
 - There will be a single final list of at least three qualifying firms but not to exceed five firms.
 - The District will be conducting interviews per R7-2-1110 and may include demonstrations of the offerors abilities and qualifications.
 - In some cases, the District may proceed with a fewer number of proposers as permitted by the District Procurement Rules.
 - Final evaluation will be completed after the interviews have concluded utilizing the same criteria and points assigned to the evaluation on the initial proposals. The final list will be determined through the combined results of both the interview process and the evaluation of statements of qualifications and performance data submitted in response to the school district's request for qualifications
- B. The District will then initiate negotiations with the highest ranked firm on the single final list in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.
- C. Pursuant to the School District Procurement Rules, construction services may not commence until the Liberty Elementary School District and the CM@Risk have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract which is awarded by the Governing Board. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

2. SELECTION COMMITTEE

The District shall ensure that the selection committee members are competent to serve on the selection committee. The selection committee will remain the same throughout the entire evaluation process. The selection committee for this procurement shall consist of no less than five and no more than seven members as follows:

- District Staff
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

3. PROPOSED SELECTION SCHEDULE

Request for Qualifications Issued.....	January 9, 2024
Written Questions Due No Later Than.....	January 17, 2024; 3:00 p.m.
CM@R Performance Reference Forms Due.....	January 17, 2024; 3:00 p.m.
RFQ Due Date.....	January 23, 2024; 9:00 a.m.
Short List Notification.....	January 26, 2024
Short List Interviews	February 1 and 2, 2024
Board Approval for RFQ Award (Contingent)	February 12, 2024
Board Approval of Contract.....	April 8, 2024
Notice of Award Letter.....	April 9, 2024

SECTION II – EVALUATION PROCESS & CRITERIA

4. EVALUATION CRITERIA

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance.

Total Points Available: 1000

A. Experience of Firm - (350 points)

The ability of the firm to demonstrate a level of competence in successfully completing similar CM@Risk based projects with the Liberty Elementary School District and/or other school districts as defined with the project scope section; projects referenced shall be considered under this category; ability of firm to complete projects in accordance with contract requirements; the number of years in operation, knowledge of Arizona construction market, and reputation to attract quality subcontractors shall be considered.

B. Qualifications and Experience of Personnel Assigned - (300 points)

The overall qualifications and experience of key personnel assigned to perform construction services; the education and certification background of personnel shall be reviewed and tenure of the proposed personnel with submitting firm; the alternative delivery method skills of team shall be considered including estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities as the GC representative.

C. Method of Approach - (200 points)

The overall method of approach described by the offeror in how they would implement and execute a CM@Risk contract in the District based on the project identified; the detail and thoroughness of the plan evaluated from pre-construction services, establishment of GMP, execution of work, subcontractor management plan, safety plan, and warranty support; ability of firm to comply with anticipated schedule of activities related to this project; the subcontractor selection plan; the content of that plan in addressing the desire of the District to ensure a reasonable balance of both qualifications and price competition in subcontractor selection.

D. Organizational and Financial Strength - (100 points)

The financial condition of the offeror shall be reviewed to ensure long term viability; the safety record of the offer shall be considered; bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; the ability of the firm to effectively absorb new projects in light of existing workload.

E. References and Overall Evaluation of Firm's Perceived Ability to Provide Services - (50 points)

Distribute the attached reference form to three (3) owners of recently completed projects and have them return the forms directly to the District prior to **January 17, 2024 4:30 p.m.** Please ask the submitter to e-mail the reference form to Beth Strickler at Estrickler@liberty25.org.

NOTE:

Please ensure that all three references are received by LESD.

SECTION III – SUBMITTAL REQUIREMENTS

1. GENERAL REQUIREMENTS

- 1.1 All interested and qualified Offerors are invited to submit a **Statement of Qualifications (SOQ)** for consideration. Submission of an SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and amendment (as applicable) and agrees that all requirements of this RFQ have be satisfied.
- 1.2 SOQs shall contain all of the information specified and shall be submitted in the format described in Section IV.
- 1.3 The SOQ must be complete in all respects as required herein. A proposal may not be considered if it is conditional or incomplete.
- 1.4 All SOQ and materials submitted become the property of the District.
- 1.5 The District shall not assume responsibility for any costs related to the preparation or submission of the proposal.

2. SOQ SUBMITTAL REQUIREMENTS

2.1 SUBMITTALS REQUIRED:

One (1) original and (5) copies of the SOQ shall be submitted to the Purchasing Department at the address listed on the cover of this document.

The original SOQ will be date stamped and deemed the official submittal.

2.2 DO NOT INCLUDE:

- a. Do not include any fees, price, staff hours, or any other pricing information with SOQs.

2.3 LIMIT OF 25 PAGES:

Each firm shall be limited in the total number of pages submitted as part of their package. Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the District will limit the total number of content pages to 25 (using minimum 11 point font).

Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages. The tab pages may be used to reference each section and can be used for pictures or art work. The District has attempted to streamline the amount of required information as noted in Section IV – Submittal Format & Checklist. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

SECTION IV – SUBMITTAL FORMAT & CHECKLIST

Firms interested in providing CM@Risk Services for the School #8 (Project) shall submit a Statement of Qualifications (SOQ) that addresses the following items and in the format outlined below.

TAB 1. BASIC COMPANY INFORMATION

- A. Company name and primary contact information including telephone number and email address.
- B. Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area
- C. Arizona license(s) held by the firm.
- D. If the firm has more than one office, provide specific information about the parent company and administering branch office.
- E. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.).

TAB 2. QUALIFICATIONS AND EXPERIENCE OF PERSONNEL ASSIGNED

- A. Provide an organizational chart of the proposed project team.
- B. Identify and present the proposed project team consisting of all key personnel and their roles as specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.).
- C. Detailed information regarding each key personnel's education and experience shall be clearly identified. Include the following for each member:
 1. Specific experience with performing CM@Risk projects;
 2. Number of years with submitting firm;
 3. Resumes shall be provided for all assigned personnel. (Caution: The District fully expects the Contractor to follow through with the same personnel identified through this process. Any change to this assignment must be approved by the District);
 4. Alternative delivery method skills of the proposed team including estimating, value engineering, performing constructability reviews, establishing Guaranteed Maximum Price (GMP), and managing construction activities as the General Contractor representative.

TAB 3. EXPERIENCE OF FIRM

- A. Provide statement detailing firm's knowledge of Arizona construction market, and reputation to attract quality subcontractors.
- B. Identify **five** most recent representative examples of similar work (as it relates to our specific project) along with references for each example and include the items listed below. *Do not include any example of work for Liberty Elementary School District in this section.*
 1. Description and location of each project
 2. Architect firm and contact information
 3. Identification of key contact and phone number
 4. Construction services performed (brief)
 5. When GMP was established (90%, etc.)
 6. Original GMP and final contract amount
 7. Total number of change orders
 8. Original substantial completion date and actual substantial completion date achieved for project
 9. Type of project delivery method used
- C. Provide a detailed statement of firm's history or previous work completed for Liberty Elementary School District that is similar to the specific project listed in the RFQ.
- D. Provide a statement of firm's history for submitting claims. Provide specific information, i.e., type of claim, date, reason, amount, and outcome, indicating the total number of claims filed during the past **five** years.
- E. Provide detail regarding any liquidated damages ever assessed by an owner for late completion of a project within the past **Five** years.

TAB 4. ORGANIZATIONAL AND FINANCIAL STRENGTH

- A. Provide audited financial statements representing the past **two years**. Provide balance sheets and the statement of income and retained earnings. All financial records will be kept confidential.
- B. Provide a letter from bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and the firm's current bonding available capacity.
- C. Provide a certificate of insurance indicating firm's insurance coverage. A sample certificate may be provided.

SECTION IV – SUBMITTAL FORMAT & CHECKLIST

- D. Provide a letter from the insurance company stating the firm's Workers' Compensation Experience Modification Rate (EMR) for the past **three** years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.
- E. Identify the current total dollar value of awarded construction work currently being managed by the proposed office including the total number of direct employees supporting this construction value.
- F. Identify any judgments or liens against the firm within the past **three** years.
- G. Identify any current unresolved bond claims against the firm.
- H. Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past **Three** years.
- I. Identify any filing under the U.S. Bankruptcy Code over the past **three** years.

TAB 5. METHOD OF APPROACH

- A. Describe the firm's overall approach to this project including any difficulties the firm perceives.
- B. Describe the firm's ability to comply with anticipated schedule of activities related to this project.
- C. Describe the various pre-construction services offered for this project.
- D. Describe firm's approach and philosophy working at an active site.
- E. Describe the process of establishing the GMP, along with the recommended point of setting this price.
- F. The approach firm takes in performing the project once the GMP is set to include the following at minimum:
 1. Schedule adherence.
 2. Execution.
 3. Inspection.
 4. Quality assurance.
 5. Safety culture/plan.
 6. Change orders.
 7. Overall management and approach to cost savings.
- G. Describe the firm's subcontractor management plan to include the following:
 1. Selection of subcontractors using both qualifications and cost as a selection approach (the District requires that at least three to five subcontractors shall be solicited for all work including self-performed work).
 2. Subcontractor recruitment.
 3. Controversies and claims related to work performed by subcontractors.
- H. Describe firm's philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.
- I. Describe key lessons learned from previous similar projects and what this means for Liberty Elementary School District's project.

TAB 6. MISCELLANEOUS

- A. Provide a summary statement on why proposed firm would be the best fit for the District to perform the CM@Risk project.
- B. Provide any additional information that would add value to the program offered that has not been identified above.
- C. Include in this section **all required forms** (Offer & Acceptance Form, Non-Collusion Affidavit, W-9, Responsible Contractor Certification, etc.)

OFFER AND ACCEPTANCE

The Undersigned hereby submits the Request for Qualifications and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the submittal.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this submittal, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 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.
5. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with ARS § 35-393, the Offeror certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
7. In Accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not sure the forced labor of ethnic Uyghurs in the people's Republic of China including good, services, contractors, subcontractors or suppliers thereof."
8. In accordance with ARS § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Proposal, the Offeror acknowledges that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
10. 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.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the Liberty Elementary School District/Public Entity.

This contract shall henceforth be referred to as Contract No. 24-01-24 CM@RISK – School #8 Addition

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

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of
_____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the Liberty Elementary School District (hereinafter called the Obligee) in
the amount of _____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____ 20 _____, for the material, service or construction
described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform
and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said
contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the
contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being
hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be
fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State
Of _____, with its principal office in the City of _____,
(hereinafter called the Surety), as Surety, are held and firmly bound unto the Liberty Elementary School District (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20_____, to construct and complete a certain work described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20_____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) _____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE LIBERTY ELEMENTARY 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 (ies) 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:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY JECT LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES							

THE LIBERTY ELEMENTARY 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 MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER Liberty Elementary School District 19871 W. Fremont Road	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.
--	---

Buckeye, AZ 85326

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the District's solicitation, and 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 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 advantage over any other Offeror.

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.

**BIDDING / PURCHASING PROCEDURES
RESPONSIBLE CONTRACTOR CERTIFICATION**

Project Name: _____
Project Number: _____
Firm Name: _____
Address: _____
Telephone Number: _____

As a condition of performing work on a project for the Liberty Elementary School District, a subcontractor submitting a bid shall execute this form and certify compliance with the responsible contractor's qualification standards set forth below. Bids will not be accepted unless they are accompanied by a fully executed copy of this certification form.

This form must be completed by an employee or other person representing the submitting firm who has the authority to execute this form and has adequate knowledge to address all matters specified herein. The person completing this form shall initial each qualification standard listed below and execute the signature requirement at the end of this form in the presence of a notary.

Contractor Qualification Standards

- ___1. The firm/subcontractor meets the bonding requirements for the contract, as required by applicable law or contract specifications, and any insurance requirements as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance.

- ___2. The firm/subcontractor has not been debarred or suspended by any federal, state, or local government agency or authority in the past three (3) years.

- ___3. The firm/subcontractor has not defaulted on any project in the past three (3) years.

- ___4. The firm/subcontractor has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three (3) years.

- ___5. The firm/subcontractor and its owners have not been convicted of any crime relating to the contracting business in the past ten (10) years.

- ___6. The firm/subcontractor has not, within the past three (3) years, been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws, or others where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of one thousand dollars (\$1,000) or more.

- ___7. If required, the firm/subcontractor will pay all craft employees that it employs on the project the current wage rates/fringe benefits as required under applicable federal, state or local wage/benefit laws.

- ___8. All craft labor that will be employed by the firm/subcontractor for the project has completed at least the OSHA ten (10)-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

- ___9. The subcontractor selection plan shall include requirements for each subcontractor to demonstrate that it uses highly qualified workers, with the preferred method of demonstrating the use of highly qualified workers being participation in a state-approved apprenticeship program that has graduated journeymen in three (3) of the last five (5) years.

- ___10. The firm/subcontractor has all other technical qualifications and resources, including equipment, personnel, and financial resources to perform the referenced contract, or will obtain the same through the use of qualified, responsible contractors.

___11. The firm/subcontractor will maintain all qualifications, resources, and capabilities referenced in this certification throughout the duration of the project.

___12. The firm/subcontractor shall notify the owner within seven (7) days of any material changes to all matters attested to in this certification.

The undersigned attests that he or she has the authority to execute this form and has sufficient knowledge to address all matters specified herein and attests, under the penalty of perjury, the information submitted is true, complete, and accurate.

Signature of Authorized Representative

Print Name

Title

Name of Firm

Date

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

CONSTRUCTION MANAGER AT RISK PERFORMANCE REFERENCE

Please e-mail to Elizabeth Strickler – Estrickler@liberty25.org by 3:00 p.m. on **January 17, 2024**

Please respond to the following questions as accurately as possible, estimate when needed and please give your honest opinion. Use a range of 1-10 for questions requiring a rating. Ten is high and one is low.

CONSTRUCTION MANAGER AT RISK'S NAME	
CONTRACTOR'S ADDRESS	
CITY, STATE, ZIP CODE	

CLIENT'S COMPANY NAME	
REFERENCE FORM COMPLETED BY	
JOB TITLE	
PHONE NUMBER	

	QUESTIONS	YES	NO
1	Has the Construction Manager at Risk performed CMAR services for your firm for K-12 educational projects within the past five (5) years?		
2	Please list the projects that the contractor completed or has in process as CMAR for your firm.		
3	Did the projects performed by this CMAR complete on schedule and within budget? If no, please provide details.		
5	Were there any safety concerns on the projects completed or in process? If yes, please provide an explanation.		

Use a range of 1-10 for questions requiring a rating. Ten is high and one is low.

	CONTRACTOR PERFORMANCE CRITERIA	RATING (1-10)
1	Did CMAR meet your expectations	
2	Quality of services	
3	Professional level of the CMAR	
4	Responsiveness of CMAR during construction process	
5	Subcontractor management capability with General Contractor	
6	CMAR public relations and customer service	
7	Performance level	
8	Ability to stay within GMP	
9	How satisfied are you with this General Contractor	
10	Would you hire this CMAR again	
	Overall Contractor's Rating	

[Type here]

CMAR REFERENCE FORM PAGE 2

Please provide any comments you would like to add on this reference:

Thank you for your time and effort,
Liberty Elementary School District #25