

ORACLE SCHOOL DISTRICT NOTICE OF REQUEST FOR QUALIFICATIONS

Service: **RFQ # BONDFY21Aug20**

CMAR SERVICES FOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR:

A new classroom building, demolition of an existing classroom building, library expansion and renovation, ADA upgrades to student restrooms, kitchen equipment replacement, MPR improvements, HVAC replacement, and other miscellaneous work.

Submittal Due Date: Friday, September 11, 2020 Time: 11:00 AM Local Time

Opening Location: Oracle School District #2
2618 West El Paseo
Oracle, AZ

A Pre-Submittal Conference will be held on Tuesday, September 1, 2020 at 11:00 AM (Local Time) at Oracle School District office located at 2618 West El Paseo, Oracle, AZ. Immediately following pre-submittal conference, the Offerors will be taken on a tour of the facilities.

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, submittals for the services specified will be received by the Oracle School District, at the above specified location, until the time and date cited. Submittals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the submittal shall remain confidential until award is made. **If you need directions to our office**, please call 520-896-3070.

Submittals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late submittals shall not be considered.

Submittals should be submitted in a **sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope**. All submittals must be written legibly in ink or typewritten. Additional instructions for preparing a Submittal are provided herein. Only one vendor will be awarded a contract under this Submittal.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE (RFQ) REQUEST FOR QUALIFICATIONS.

Questions regarding this solicitation shall be in writing and directed to:

DAWN RUIZ
Business Manager
druiz@osd2.org

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DOCUMENTS REFERENCED:

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

Revised Statutes (A.R.S.) is available at “<http://www.azleg.state.az.us/ars/ars/htm>”

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at “http://www.sosaz.com/public services/Title_07/7-02.htm”

SPECIAL TERMS AND CONDITIONS

1. Purpose

Oracle School District Requests **Statements of Qualifications** from qualified firms registered in the State of Arizona for pre-construction and construction services. The Construction Manager at Risk (CMAR) is responsible for the successful, timely and economical completion of the construction project.

The contract(s) shall be subject to the limitations and restrictions of Arizona Statutes.

Project Information

Construction Budget (approximate): \$ 7 to 7-1/2 Million

Project Location: 2618 West El Paseo, Oracle AZ

Scope: Construction of a new classroom building, demolition of an existing classroom building, library expansion and renovation, ADA upgrades to student restrooms, kitchen equipment replacement, MPR improvements, HVAC replacement, and other miscellaneous work.

Architect of Record: BWS Architects

Anticipated Governing Board Approval: October 15, 2020

Anticipated Construction Start Date: Spring 2021

Anticipated Completion of Construction: Fall/Winter 2021

2. Requirements

The firm selected must be able to proceed with pre-construction services immediately after date of project award. A principal person of the firm must be selected and assigned to the project.

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any Worker’s Compensation statute or Unemployment Compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror.

Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

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

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

B. Safety

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

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promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

3. Evaluation Schedule

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

4. Terms of Award

The term of the contract shall commence immediately upon the award of the contract and issuance of a Purchase Order and shall continue until the project is completed (including an acceptable GMP) and through the two-year warranty period.

5. Single Award

A contract under this Request for Qualifications will be awarded to a single vendor.

6. Award Basis

The successful Offeror will be determined by the Evaluation Criteria shown below.

The District reserves the right to arrange for discussions to assist in the evaluation of Submittals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the submittal form on the vendor's letterhead over the signature of the person signing the submittal form. Such appendages shall be considered part of the vendor's formal submittal. For the absence of any statements of deviation or exception, the submittal shall be accepted as in strict compliance with all terms and conditions.

7. Evaluation

Representatives of the District will evaluate the submittals from the most likely to the one least likely to meet the requirements outlined in the RFQ. The District MAY conduct interviews with the shortlisted firms. In addition to interviews, the District reserves the option to call for and enter into discussions with the firm(s) considered most likely to meet the requirements if considered by the District to be in the best interest of the District.

Initial screening criteria for Statement of Qualifications are listed below in relative order of importance:

Criteria	Value
A. Project Staff/Key Personnel	35
B. Firm's Related Building Experience	25
C. Overall Approach and Methodology	20
D. Scheduling and Cost Control	20

Evaluation criteria for interviews and presentations are listed below in relative order of importance:

Criteria	Value
A. Proposed Key Project Staff	35
B. Overall Approach	25
C. Budget Control and Schedule Adherence	20
D. Additional Evaluation Committee Questions	20

8. Billing

All billing notices must be sent to the District as shown on the purchase orders. All invoices shall identify the specific item(s) being billed as required on American Institute of Architects (AIA) G702/G703. Any purchase

order issued by Oracle School District will refer to the RFQ number of this Submittal.

9. Award

It is expected that the award for this contract will be made in October 2020. Interviews may be required to clarify any issues that arise after each RFQ is read.

10. Importance of a Response

If you do not wish to respond to this Request for Qualifications, please provide written notification of your decision. Failure to respond to two consecutive solicitations for similar items will result in deletion of your name from the District’s vendor listing for that item. A “No Bid” will be considered a response.

11. About the District

Oracle School District operates the Mountain Vista School which serves preschool through eighth grade levels. The school is in the beautiful community of Oracle located just north of Tucson and has approximately 425 students.

12. Authority

This Request for Qualifications for CM @ Risk Preconstruction and Construction Services as well as any resultant contract is issued under the general authority of the relevant State Board of Education School District Procurement Rules, Arizona Administrative Code, and R7-2-1117 through R7-2-1123. In addition, this RFQ is being issued pursuant to A.R.S. 15-213 (as amended by Laws 2000, Ch. 125 and Laws 2001, Ch. 227, collectively, the “Alternative Contracting Procedures”) under which the district may procure construction manager at risk services as provided in Title 41, Chapter 43 of the Arizona Revised Statutes.

13. Proprietary Information

The Offeror may designate portions of the submittal as proprietary information. However, documentation and justification for that request must be included.

14. Lobbying

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFQ UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

Lobby is defined as “any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities.” Any Proposer or any individuals that lobby on behalf of Proposer during the time specified will result in the rejection and disqualification of said submittal.

15. Questions

Any questions or concerns should be directed by email to:

Dawn Ruiz
druiz@osd2.org

Questions are due Friday, September 4, 2020 at 11:00 A.M. local time. All questions received will be addressed in an amendment.

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16. Schedule of Events

The following is an anticipated Schedule of Events for the evaluation and selection of a CMAR for MOUNTAIN VISTA SCHOOL NEW CLASSROOM BUILDING AND SCHOOL UPGRADES, IMPROVEMENTS, AND RENOVATIONS Project. These dates are subject to change based on the District’s requirements for this project.

<u>Date</u>	<u>Description of Event</u>
Wednesday, August 26, 2020	RFQ is released
Tuesday, September 1, 2020	Pre-Submittal Conference at 11:00 AM
Friday, September 4, 2020	Questions are due by 11:00 AM by email
Friday, September 11, 2020	Submittals are due at 11:00 AM and evaluations begin
Tuesday, September 22, 2020	Interview short listed firms (if applicable)
Thursday, October 15, 2020	Oracle School District Governing Board meeting for recommendation for approval of Pre-Construction Services

17. Owner Contact:

For the purpose of establishing this contract, the District contact person who will work with the successful contractor, furnish information, answer questions, direct contractor efforts, provide guidance, etc., is: The H2 Group, LLC under direction of Paul Hartley.

18. Possession of Firearms / Drug-Free/Smoke-Free Workplace

Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.

- Possession and/or use of Tobacco Products is strictly prohibited by *ARS 36-798.03*.
- “Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. *ARS 13-3102*
- No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.
- If the sub-contractor fails to terminate said employee, the sub-contractor’s agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor’s agreement will be terminated.

SCOPE OF WORK

The project is known as MOUNTAIN VISTA SCHOOL NEW CLASSROOM BUILDING AND SCHOOL UPGRADES, IMPROVEMENTS, AND RENOVATIONS.

Project Location: 2618 West El Paseo, Oracle, AZ

Scope: A new classroom building, demolition of an existing classroom building, library expansion and renovation, ADA upgrades to student restrooms, kitchen equipment replacement, MPR improvements, HVAC replacement, and other miscellaneous work.

REQUIREMENTS OF CONSTRUCTION MANAGER AT RISK (CMAR)

Firms must meet the following requirements:

1. CMAR must be experienced in providing construction management for educational facilities. CMAR shall have past experience with similar work as described within this RFQ. All work including projects using CMAR project delivery method shall be described in the SOQ's submitted by the CMAR.
2. CMAR must be authorized to do business in the State of Arizona and must possess construction licenses in accordance with applicable statutes, regulations, and rules.
3. CMAR must be knowledgeable of the requirements of Arizona State Statutes.
4. The selected CMAR and subcontractors will be required to meet the insurance requirements of the District and the State of Arizona.
5. CMAR must provide full services utilizing in-house staff in leadership positions.

SCOPE OF SERVICES

The Project is known as MOUNTAIN VISTA SCHOOL NEW CLASSROOM BUILDING AND SCHOOL UPGRADES, IMPROVEMENTS, AND RENOVATIONS.

1. Pre-Construction Services – The Construction Manager at Risk (CM at Risk) will provide the following services:
 - A. Provide cost estimates for all the work within this project at each phase of design.
 - B. Complete project site reviews at the project site with the design team. Assist with locating existing utilities.
 - C. The CM at Risk will have full budgetary responsibility in establishing the Guaranteed Maximum Price for the Project.
 - D. Provide a constructability review of the project construction documents.
 - E. Develop the project construction schedule.
 - F. Assist the District and Architect with provisions for any phasing of the project.
 - G. Attend all design phase meetings.
 - H. Determine logistics including use of the site for staging, deliveries, and worker parking considering the existing school will be occupied during the construction phase.
2. Management of Construction – The successful firm will be responsible for the management of construction for the projects described in this RFQ. The services required for the construction program may be but are not limited to the following:
 - A. Enter an “At Risk” contract with all subcontractors, material suppliers and equipment suppliers’ necessary for the construction of said facility.
 - B. Schedule and conduct construction meetings.
 1. Provide continuous on-site management services throughout the construction phase. The management shall include but is not limited to weekly job site meetings and minutes.
 2. Maintain daily on-site project logs and schedule reports.
 3. Coordination of the schedule and work with Oracle School District personnel as required.

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4. Monitor subcontractor work performance for workmanship quality and deficiencies.
 5. Oversee construction management staff and subcontractor safety programs.
 6. Maintain master sets of construction documents on-site to include all ASI's and supplemental sketches. Provide copies to all subcontractors concerned.
 7. Maintain cost controls for the project.
 8. Manage the submittal and materials delivery process.
 9. Ensure that a code of conduct, typical for school construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.
 10. Eliminate or mitigate all disruptions (noise and odors) to existing occupied school operations.
 11. Manage the procurement, permitting and installation of temporary classroom facilities.
3. Develop, update and maintain a detailed construction schedule and submittal schedules for a Substantial Completion date in Fall/Winter 2021. Substantial Completion includes issuance of a Certificate of Occupancy/Completion.
 4. Report potential budget and schedule variances and prepare recovery plan.
 5. Submit payment request for approval.
 6. Coordinate special consultants and testing lab services contracted by owner as required.
 7. Administer post-construction closeout and warranty collection, start-up and transition to operation, including Owner training.
 8. The CM at Risk will be required to work with the architect of record and School District's design team on the project for the following:
 - A. Issue Request for Information when necessary and assist the Owner and Architect as required for the timely completion of the project.
 - B. Coordinate all materials supply and installation schedules with the District and school personnel as directed.
 - C. Provide project status updates to the District's Governing Board and school district administrative personnel as determined necessary by the District.
 9. The CM at Risk will be required to work with and coordinate their activities with District staff and any third-party contracts or contractors that the District provides for this project.
 10. Work effectively with District Personnel and Project Architect to develop plans, schedules, costs and other relevant items.
 11. Comply with additional requirements provided in the Owner/CM at Risk Agreement that is issued separately as part of the RFQ process. It is the intent of the District to utilize this Agreement with the successful CM at Risk firm for this project.

MANDATORY COMPLIANCE (no points):

This is a mandatory compliance section and carries no evaluation points. Firms must meet minimum criteria as specified and provide written acknowledgement as noted below to receive further consideration.

1. The Arizona Corporation Commission shall properly have certified the CMAR for corporation and limited liability companies.
2. The CMAR must be properly registered, licensed and certified at the time of submission. Provide a copy of the current Arizona General Contractor's license and current report from Arizona Registrar of Contractors.
3. The CMAR must have been in continuous business for a minimum of five years.

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- 4. The CMAR must provide a statement indicating your firm will warrantee all work for a minimum of two (2) years from final completion.

FINANCIAL STABILITY (no points):

CM must demonstrate the financial capability required to complete the project.

- 1. Copies of audited financial statements are not required with the submittal. Prior to the final selection, the District reserves the right to require the CMAR to provide a copy of the financial statements for the previous two fiscal years. CMAR shall include a letter from its financial institution and surety indicating the firm’s strength to perform and complete services for this project.
- 2. The financial capability shall also include the bonding capacity of the firm. (The firm will be required to bond on the guaranteed maximum price for the project). CMAR to provide statement describing the company’s bonding capacity.

WORKLOAD (no points):

CM must demonstrate the availability of resources required to complete the project.

- 1. List all outstanding contracts with other entities for projects over \$4,000,000 which involve any of the proposed personnel to be used on this project. Include contract dollar amounts, contracting entities names and addresses, status of completion and dates for completion. Indicate the workload anticipated for staff members proposed on this project between Fall/Wiinter 2020 and Fall/Winter 2021.

INITIAL SCREENING CRITERIA (100 points): The Evaluation committee will objectively evaluate the firm’s abilities in accordance with the criteria listed below:

A: Project Staff/Key Personnel (35)

The ability and experience of the field staff will be evaluated with specific attention to project related experience including new K-8 classroom buildings, administration offices, additions and renovations on an occupied campus school projects on an occupied campus.

Provide an overall organizational chart for the firm’s personnel to be assigned to this project. Indicate their role and anticipated percentage of time to be dedicated to the project.

Give brief resumes of key personnel (including the Project Manager and Site Superintendent) to be assigned to this project including, but not limited to, the following:

- 1. Name and title
- 2. Job assignment for this project
- 3. Number of years with the firm
- 4. Experience to include types of projects, size of projects, projects similar in scope to this RFQ, and specific project involvement. Highlight projects (up to three) that are applicable to this project. Provide contact information for references.
- 5. Education and active licenses and registrations
- 6. Note any project experience that was on K-12 educational facilities using the CMAR project delivery method.

Provide information for other individual(s) as back-up with the firm who could lead the project in the event the proposed persons for the project become incapable of serving on the project team. Back-up individuals should have a similarly high level of experience as the proposed personnel. Provide similar requested information for all proposed back-up individuals.

B. Firm’s Related Building Experience (25)

Major consideration will be given to the successful completion of previous K-12 school educational projects using the CM at Risk project delivery method that are comparable in design, scope and complexity to the work covered under this RFQ. List the projects that best illustrate the experience of the firm and current staff to be

assigned to this project. (List at least three K-12 education projects, but no more than five: use only projects that were completed within the last five years). Include the following for each project:

1. Name and location of the project.
2. Description of the project’s scope of work.
3. Indicate the firm’s responsibility on this project.
4. Project owner’s name (district contact person for reference), address and telephone and email.
5. Architect of Record: name of firm at time of project, address, telephone and email.
6. Date project was completed or anticipated date of completion.
7. Cost of project (construction cost) including original budget and actual cost. List Change Orders which exceeded the original GMP project separately. Indicate which of these Change Orders required Governing Board approval.
8. Present status of project (photo encouraged).
9. Firm’s project manager, superintendent, and other key professionals involved on the project.
10. Project delivery method (CMAR, design-bid-build, other).

C. Overall Approach and Methodology (20)

Describe the proposed pre-construction team’s overall method of approach and how they would implement and execute pre-construction and construction management services. The completeness, thoroughness, and overall value offered shall be considered. Provide brief responses to each of the questions listed below:

1. Describe the capabilities of your staff to provide the technical services required for the following items:
 - a. Budget Estimating
 - b. Value Engineering
 - c. Life Cycle Cost Analysis
 - d. Construction Scheduling/Schedule Control
 - e. Constructability Analysis
 - f. Cost Control
 - g. Quality Control
 - h. Management of Subcontractors and Suppliers
2. Submit your firm’s subcontractor and supplier selection plan (how do you assure quality sub- contractors and material suppliers). Subcontractors may be selected based on qualifications alone or on a combination of qualifications and price. Subcontractors shall not be selected on price alone. Oracle School District encourages the inclusion of local, small, minority and women-owned businesses. Please describe your firm’s efforts in recruiting these businesses to participate in this project.
3. Identify examples of problems your firm has encountered while constructing other school projects and explain how they were addressed. Describe concerns your firm anticipates for this project and possible solutions.
4. Provide information about any unique processes or systems your firm will use to enhance the design and construction phases for this project.

D. Scheduling and Cost Control (20)

The firm’s scheduling system and costs control system shall be described. Methods for assuring subcontractor’s and material supplier’s adherence to schedule shall be highlighted. Describe the firm’s ability to hold to original schedules and budgets.

The following questions shall be addressed:

1. Explain how you plan to address items requiring long-lead procurements, so the overall project schedule and

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completion date is maintained.

2. Do you include the processing of shop drawings and other submittals in your schedule?
3. Explain how you will coordinate development of schedule information from subcontractors and material suppliers?
4. Attach a sample schedule which illustrates your overall scheduling capabilities to meet the phasing with Substantial Completion date of Fall/Winter 2021.
5. List the last five (5) construction management projects you have completed on schedule and on budget. Provide original and final contract dollars and schedule.
6. Explain how you intend to work with the Owner and architect to ensure the design stays within budget while still meeting the Owner’s requirements during pre-construction.

INTERVIEWS AND PRESENTATIONS (100 points)

After the firms have been evaluated based on their written submissions, at least three (3) but no more than five (5) firms with the highest scores will be more closely considered through a presentation or interview to further evaluate their approach and ability to perform on this particular project.

The interviews shall be a total of 45 minutes:

- 20 minutes oral presentation on the firm
- 15 minutes on the project management and scheduling plan for this project
- 10 minutes for questions and answers from the evaluating team after the presentation Firms interviewed will be expected to address the following:

A. Proposed Key Project Staff – (35 points)

The firm shall introduce all key staff to be assigned to this project and identify their role. Identify the Project Manager and Superintendent who will be the primary point-of-contact for the District and responsible for the day-to-day work by the firm. Describe their ability and experience to lead the team and subcontractors. Show other projects where this team has worked together. Highlight projects that are similar in scope. The assigned Project Manager and Superintendent shall lead the presentation.

B. Overall Approach – (25 points)

Discuss your approach to this project and other projects similar in scope for which you have previously completed work. Indicate issues and problems that have arisen and how your firm resolved them to the benefit of the project and school district. Describe any distinctions you believe your proposed pre- construction and construction management teams will offer that differentiate them from other teams. Include anything that can be considered as added value and of benefit to the overall success of this project.

C. Budget Control and Schedule Adherence – (20 points)

Provide examples of your team’s capabilities to construct projects to be within the Owner’s budget and maintain a project’s overall schedule. Describe the formats and identify the tools you will use to perform these services.

D. Additional Questions – (20 points)

The District will supply a list of additional questions at the time of notification to the short-listed firms.

EVALUATION PROCESS

A. The Evaluation Committee **may consist of representatives as follows:**

- Procurement Officer
- Architect/Engineer
- Business Manager
- Facilities Director
- Licensed Contractor
- School Principal(s)
- Local Resident/Neighbor

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- B. The Evaluation Committee will review all Statements of Qualifications received on time, which are responsive to the solicitation requirements and determine the firms with the highest score using the Evaluation criteria established for the project.
- C. The Evaluation Committee may conduct interviews and receive presentations from the firms with the highest scores and will establish ratings for each firm in accordance with the scoring criteria established for the project. Following interviews, firms will be evaluated based on their submission, references and presentations. A combined average score from both the submittals and interviews will be used to determine the final ranking of the firms.
- D. The District shall engage or authorize one or more persons to engage the highest ranked finalist in negotiations for the purposes of executing a contract. In so doing, the District shall determine and negotiate compensation that is fair, competitive, and reasonable for these services to be supplied. Should the School Board or its designee(s) be unable to negotiate a satisfactory contract with the finalist at a price the District determines to be fair, competitive and reasonable, the District shall formally terminate negotiations and then undertake negotiations with the second-choice finalist. Failing accord with the second most qualified firm, the District shall formally terminate negotiations with such firm and then enter into negotiations with the third-choice finalist.

SUBMITTAL REQUIREMENTS

One (1) original and eight (8) hard copies and two (2) flash-drives of your submittal must be submitted. The original copy should be clearly marked, “ORIGINAL”. The Oracle School District will not assume responsibility for any costs related to the preparation or submission of the submittal. In order for your submittal to be considered, the following should be included and should be referenced with *index tabs*:

Tab 1. Firm’s Description:

Letter of Introduction and interest signed by an officer or partner of the responding firm. This shall include firm’s organizational chart, local office primary contact, number of years you have been in business in Arizona continuously using the same name and the form of ownership. Letter shall include specific reasons why firm would be the best choice for the specified projects.

Tab 2. Acknowledgements:

Firms shall provide the following information and acknowledgements:

- 1. Litigation: Describe all litigation the firm has been involved in during the last five years. The CMAR must have an acceptable history of working proactively to avoid litigation with Owners in providing pre-construction and construction management services. Describe all litigation related to business activities including construction fraud, theft, conversion securities violation, or similar kinds of claims involving business practices of any kind involving the CMAR within the last five years.
- 2. Claims: Describe any disputes or claims made against the firm in the last five years.
- 3. Exceptions to Terms and Conditions and Agreement: Note if the firm takes any exceptions with the attached Owner-CMAR Agreement to be used for this project. If the CMAR desires any deviations with the Agreement, they are to be clearly noted as part of their proposal.
- 4. Exceptions to Overall Project Schedule: Note if the firm takes any exceptions with the attached overall project schedule milestones to be used for this project. If the CMAR desires any deviations with the schedule, they are to be clearly noted as part of their proposal.

Tab 3. References: The CMAR must demonstrate a positive relationship with prior clients:

Submit five (5) Owner references from prior clients for pre-construction and construction management services within the past five (5) years as shown in Exhibit I. References need to use the form shown in Exhibit 1 and must be received by Friday, September 11, 2020 at 11:00 AM.

Tab 4. Initial Screening Criteria:

- A. Project Staff/Key Personnel
- B. Firm’s Related Building Experience

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- C. Overall Approach and Methodology
- D. Scheduling and Cost Control

Tab 5. Mandatory Compliance Information, Financial Stability Statements, and Workload: See page 8 and 9

Tab 6. Signed Documentation Section:

- A. Offer and Acceptance
- B. Notarized Non-Collusion Affidavit
- C. Signed Amendment Acknowledgement Form
- D. Signed Exceptions to Agreement between Owner and CMAR and Master General Conditions

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.: _____

For clarification of this offer, contact:
Name: _____

Federal Employer Identification No. _____

Phone: _____

DUNS No. _____

Fax: _____

Tax Rate: _____ %

E-mail: _____

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 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.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 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.
5. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
6. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
7. By submission of this proposal, 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.
8. Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA").

-----ORACLE USE ONLY-----

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 school district/public entity.

This contract shall henceforth be referred to as Contract No.

RFQ # BONDFY21Aug20

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 _____

Due Date: Friday, September 11, 2020

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss.
County of)

_____, affiant,

the _____
(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Submittal, having first been duly sworn, deposes and says:

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

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Due Date: Friday, September 11, 2020

AMENDMENT ACKNOWLEDGEMENT

This page is used to acknowledge any and all amendments that may have been issued. If no amendment is issued, you need not return this page. Your signature indicates that you took the information provided in the amendment into consideration when providing your response.

Please sign and date

AMENDMENT NO. 1

Acknowledgment:

Name Date

AMENDMENT NO. 2

Acknowledgment:

Name Date

AMENDMENT NO. 3

Acknowledgment:

Name Date

Company

EXCEPTIONS TO AGREEMENT BETWEEN OWNER AND CMAR OR MASTER GENERAL CONDITIONS

Proposers must use this section to state any exceptions to the RFQ requirements and/or any requested language changes to the terms and conditions.

This is the only time Proposers may contest these issues. Requests for changes after the date Proposals are due will not be considered and could subject the Proposer to non-award on grounds of non-responsiveness.

Please sign and include this statement with your proposal.

I have read the Agreement between Owner and CMAR and Master General conditions and:

- I accept them
- I have stated my exceptions and have included below:

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

Due Date: Friday, September 11, 2020

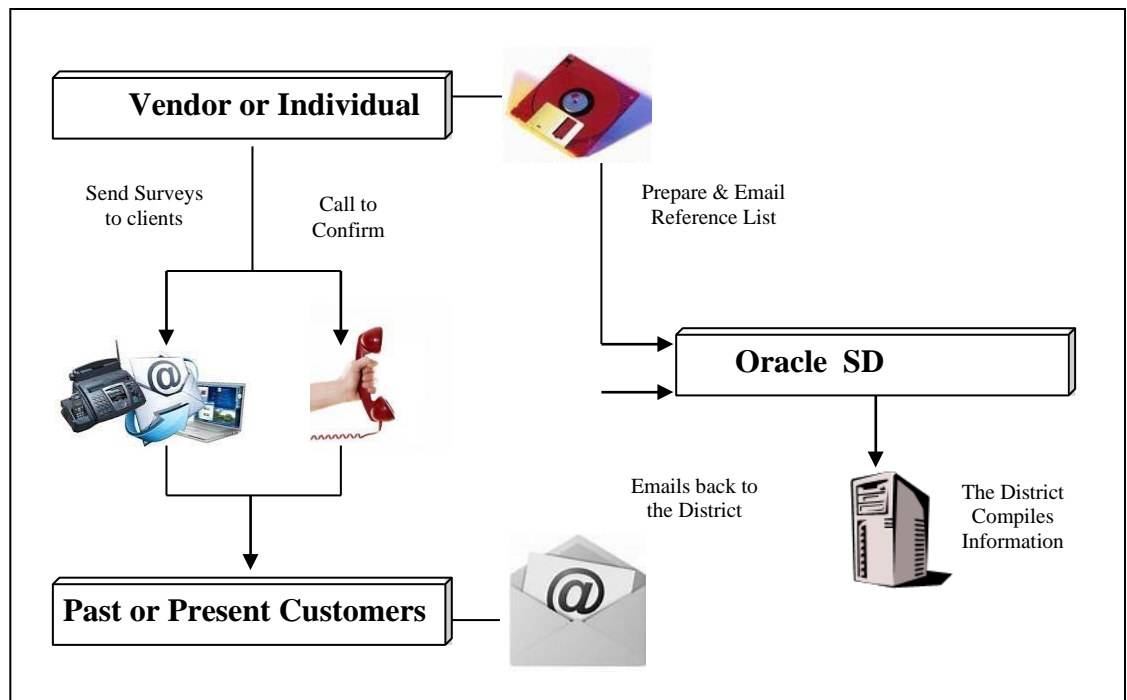
EXHIBIT I

DETAILED INSTRUCTIONS ON HOW TO PREPARE A REFERENCE LIST AND HOW TO PREPARE AND SEND PERFORMANCE EVALUATION SURVEYS

The objective of this process is to identify the past performance of a firm and key personnel assigned to perform the specified services. This is accomplished by sending survey forms to past and/or present clients. The clients will return the forms directly to the District, and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process. **The survey form is included with this solicitation.** All surveys are due on or before Friday, September 11, 2020 at 11:00 AM.

SAMPLE REFERENCE LIST – Place your list behind Tab 3

Below is the form you will follow for submitting your reference list. You will enter past and/or present clients that you have provided similar services for that you have sent the Performance Survey form to – Include Reference List with offer in Tab 3.



Top portion is to be completed by the vendor. Bottom portion is to be completed by the past clients.

TO THE ATTENTION OF:
NAME OF CLIENT:
COMPANY:
PHONE:
COMPANY BEING SURVEYED:

SUBJECT: RFQ #BONDFY21Aug20 **MOUNTAIN VISTA SCHOOL NEW CLASSROOM BUILDING AND SCHOOL UPGRADES, IMPROVEMENTS, AND RENOVATIONS**

To Whom It May Concern:

Oracle School District has implemented a process that collects past information on vendors. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm.

The company listed above has chosen to participate in this solicitation. They have listed you as a past or present client for which your firm has provided services. Both the company and Oracle School District would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please evaluate the Performance of the vendor (10 means- you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	Criteria	Unit	SCORE
1	Ability to Manage Program	(1-10)	
2	Quality of Program	(1-10)	
3	Quality of Customer Service	(1-10)	
4	Quick Response Time	(1-10)	
5	Ability to Maintain Confidentiality	(1-10)	
6	Close Out Process (invoicing, no unexpected fees)	(1-10)	
7	Communication	(1-10)	
8	Overall Customer Satisfaction Based on Performance (comfort level in using vendor again)	(1-10)	
	TOTAL POINTS	NOT TO EXCEED 80	

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this questionnaire to Oracle School District to druiz@osd2.org by Friday, September 11,2020 at 11:00 AM.

Signature _____ Date _____

Printed Name (Company being Surveyed) _____ Title _____