

Solicitation No: RFQ #2025.01

Description: Montecito Community School Renovations Project CMAR

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RELEASE DATE: **October 17, 2024**

MATERIAL AND/OR SERVICE: **Montecito Community School Renovations Project Construction Manager at Risk (CMAR)**

SOLICITATION DUE DATE: **November 7, 2024** **Time, LOCAL: 11:00 AM**

OPENING LOCATION: **Osborn School District No. 8
1226 W. Osborn Road
Phoenix, AZ 85013**

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, statements of qualifications (SOQs) for specified professional services and construction using the alternative project delivery methods for the materials or services specified will be received by the Osborn School District No. 8, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Statement of Qualifications shall remain confidential until award is made. If you need directions to our office, please call (602) 707-2000.

PRE-SOLICITATION CONFERENCE: **October 24, 2024 at 2:00 PM**
(Non-Mandatory)

PRE-SOLICITATION LOCATION: **715 E. Montecito Avenue, Phoenix, AZ 85014**

The renovations will be performed at the Montecito Community School campus, 715 E. Montecito Avenue, Phoenix, AZ 85014. The District requests that firms do not visit the site or contact the Principal or site staff. The District does not want to disrupt the education process. Firms are welcome to drive by the site, collect data available via the internet or by any other legal means. Site visits and tours will not be conducted.

Qualifications 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 offers shall not be considered. The official time will be determined by the clock located in the Purchasing Department designated "Official Bid Time".

Qualifications must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All statements of qualifications must be written legibly in ink or typewritten. Additional instructions for preparing a statement of qualifications are provided herein.

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

Questions regarding this Request for Qualifications should be in writing and directed to:

Frances Staron
Accounting Technician – Purchasing
fstaron@osbornsd.org

Colleen Toscano
Chief Operations Officer

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<i>Construction Services Contract Template</i>	<i>Pending</i>

DOCUMENTS REFERENCED

The documents referenced within this solicitation are available at the following websites:

Arizona Revised Statutes (A.R.S.)

www.azleg.state.az.us/ArizonaRevisedStatutes.asp.

Arizona School District Procurement Rules in the Arizona Administrative Code

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number)

www.irs.gov/pub/irs-pdf/fw9.pdf

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”** means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- 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 solicitation.
- 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/ her designee.
- H. **“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Responsibility is determined under the criteria published herein and in Rule R7-2-1075.
- I. **“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the invitation for bids, request for proposals/qualifications.
- J. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Qualifications (“RFQ”), or any other invitation or request issued by the District to invite a person to submit an offer.
- K. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. **“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.

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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 Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Solicitation 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 inquiry since it may then be identified as an Offer and not be opened until after the Solicitation due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Solicitation due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Solicitation Conference. If a Pre-Solicitation Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An offeror should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-solicitation conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request 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. Offer Preparation

- A. Forms. An offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer 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 A.A.C. R7-2-1030.

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- 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 on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Acknowledgement of Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. 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 on a separate item in the Offer, the School District will conclude that the price(s) offered include all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

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

M. 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 Offer

- 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 offers is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
- C. Offer Amendment or Withdrawal. An offeror may modify or withdraw an Offer in writing at any time before Solicitation opening if the modification or withdraw is received before the Solicitation due date and time at the location designated in the Request for Qualifications. An Offer may not be amended or withdrawn after the Solicitation due date and time except as otherwise provided under A.A.C. R7-2-1028.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

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1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its 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 participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. 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.
5. By submission of this Offer, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. Additional Solicitation Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest offeror.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Solicitation due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).
- D. Disqualification. An Offer from an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

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- E. Offer Acceptance Period. An offeror submitting an offer under this Solicitation shall hold its Offer open for the number of days from the 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. Payments. 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 this solicitation, the School District reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. 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 District 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 Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

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 as listed in the Special Instructions to Offerors.

A. Protest shall include:

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

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- B. The interested party shall supply promptly any other information requested by the district representative.
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 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 ten (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.

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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 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 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. 89-4, 2000-4 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 and, where applicable, the Federal Government, 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 shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

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- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. § 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 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. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- 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 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 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 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 against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 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:

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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

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 of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.

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- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. 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 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 Offices, 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's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

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- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District may cancel this Contract 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 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. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the 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, 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.
- D. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

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F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

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

9. Contract Claims

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

10. Gift Policy

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

11. Integrity of Offer

By signing this Offer, the offeror affirms that the offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District in connection with the submitted Offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

12. 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.

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13. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 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 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.

14. Terrorism Country Divestments

Per A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. Israel Boycott Divestments

- a. Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.” Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.
 - i. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
 - ii. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

16. Forced Labor of Ethnic Uyghurs in the People's Republic of China

- a. Pursuant to A.R.S. §35-394, unless exempt, the Contractor must certify that it does not use, and agrees not to use during the term of the contract, any of the following:
 - i. Forced labor of ethnic Uyghurs in the People's Republic of China;
 - ii. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or

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- iii. Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- b. Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.
- c. If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the District within five business days after becoming aware of the noncompliance. Contractor's failure to provide written certification to the District that it has remedied the noncompliance within one hundred eighty days of its notice to the District shall automatically terminate the contract if the contract has not already terminated.

17. Fingerprint and Background Clearances

- 1.1 In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or 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.
- 1.2 Charges for the required fingerprint clearance card is the responsibility of the contractor, subcontractor, vendor or individual employee. An exception to this requirement may be authorized by the District's Governing Board policy for individuals who, "as part of their normal job duties are not likely to have independent access to or unsupervised contact with pupils."

18. Registered Sex Offender

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.

19. Clarifications

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

20. Confidential/Proprietary Information

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

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

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

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

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

21. Conflict of Interest

- A. All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Osborn School District No. 8.
- B. All offerors must disclose the name and any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror’s business of any of its branches.

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1. District Representative

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions To Offerors”, the District Representative is Colleen Toscano, Chief Operations Officer.

2. Questions

All questions related to this Solicitation shall be in writing and directed to **Frances Staron, Accounting Technician – Purchasing**, email to **fstaron@osbornsd.org**. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

3. Contract Award

It is anticipated that a contract under this RFQ will be awarded to a single offeror.

4. Acceptance of Evaluation Methodology

By submitting a response to this RFQ, respondent acknowledges the evaluation process, the established criteria and associated values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

5. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1024(B.1.k), offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement of the RFQ. It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.

6. Authority

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

7. Integrity of Offer

By signing this statement of qualifications, the offeror affirms that he has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted statement of qualifications. The submission of the statement of qualifications did not involve collusion or other anti-competitive practices, and that the vendor shall not discriminate against any employee, or application for employment in violation of Federal and State laws. Failure to sign the RFQ, or signing it with a false statement, shall void the submitted statement of qualifications or any resulting contract.

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8. Deviations to Offer

The respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms on the Deviations and Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFQ may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

9. Choice of Law

The contract shall be governed by the laws of the State of Arizona and lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona. Both parties agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.

10. 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.

11. Public Record

Under applicable law, all qualifications submitted and opened are public records and shall be retained by the School District. All submittals shall be open to public inspection after Contract award, except for such items deemed to be confidential by the School District. If an Offeror believes that information in its submittal should remain confidential or is proprietary, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District Procurement Code.

12. 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 successful Contractor shall agree to pay to the District liquidated damages in the amount as negotiated in the final contract, per calendar day for every day exceeding the established substantial completion date and, in the amount, negotiated in the final contract 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.

13. Training On Equipment

The successful 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.

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14. Performance Bond

The successful CMAR contractor shall be required to furnish a non-revocable 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 Osborn School District No. 8.

Performance security shall be in the form of a performance bond. 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.

15. Payment Bond

The successful CMAR 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. 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.

16. 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.

17. 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.

18. Liens Waivers

Pursuant to A.R.S. 33-1008 standard lien waivers are to be submitted on all construction projects. The District requires the original copy to be submitted.

19. 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.

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20. 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 and owner.

21. 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.

22. Site Inspection

Prior to submitting the GMP, successful firm 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.

23. 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.

24. Spillage

Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

25. Inspection

All materials, service, or construction shall be subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at vendor /contractor's risk and may be returned to vendor/contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the vendor/contractor.

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1. Purpose

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract for the renovations needed at its Montecito Community School campus.

2. District Background

Osborn School District No. 8 is located in the heart of Phoenix, serving more than 2,800 students. Osborn has four elementary schools, one middle school, one community school, and most recently, an online school called Osborn iSchool. Founded in 1879, Osborn has become one of the most trusted School Districts in Arizona as it serves families from all across Maricopa County. This is evident through the support in passing its most recent Bond Program.

3. District Contact

After the establishment of a contract, the District contact person who will work with the successful vendor, furnish information, answer questions, direct vendor efforts, provide guidance, etc., is Elizabeth Thielen, Senior Project Manager, thielen@h2group.net, (602) 527-1663.

4. Sufficient Funds

The District fully anticipates that sufficient funds will be available for this purchase; however, funds are not currently available. Any contract awarded under this offer will be conditioned upon the availability of funds.

5. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the 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 shall 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 Osborn School District No. 8 as an additional insured party.

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

6. Licenses

The Contractor must be licensed in the State of Arizona and must identify the license numbers and type of license as they pertain to this solicitation package. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

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

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.

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.

Contractor shall 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.

Safety Standards: The CM@Risk 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 workers 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 successful 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.

8. Fingerprint Requirements

Per A.R.S. §15-512, an Offeror, Subcontractor or Vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. §41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Offeror, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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Additionally, contractor shall comply with the governing board fingerprinting policies of each individual School District. The fingerprints must be received prior to the commencement of any work at the campus facility, including pre-construction services.

9. Registered Sex Offender Restrictions

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

10. Terms of Award

It is the intent of the District to award a multi-term contract, beginning immediately after Governing Board award and continuing until June 30, 2025. If all conditions are met during this period of time, this contract can be extended, if funding is available, for additional one-year periods or until final Certificate of Occupancy is received. However, this contract may not exceed a 5-year duration, and no contract exists unless and until a purchase order is issued each fiscal year.

It is expected that Governing Board approval for this contract will be made in November 2024.

The District will not send out annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire five-year contract period unless:

- a. The District notifies the awarded vendor in writing that they will not be renewing the contract.
- b. The awarded vendor notifies the District in writing they desire not to renew the contract for subsequent year(s).

11. 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.

12. Billing

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall list the PO number and shall identify the specific item(s) being billed. All purchase orders issued by the District will refer to the RFQ number. Should this project extend beyond the first fiscal year, vendor is hereby notified that all billing invoices shall be submitted against the appropriate fiscal year in which the work was completed.

13. Assignment

No right or interest in this contract shall be assigned by the vendor, and no delegation of any duty of the vendor shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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14. Modification of Contract

The contract may be modified only by a formal contract amendment or change order, executed by an authorized representative of the District and the Offeror.

15. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

16. Procurement Methods

Any materials or services obtained under this Request for Qualifications may be by Purchase Order.

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1. Purpose

The purpose of this Request for Qualifications (RFQ) is to contract with a qualified firm to provide Construction Manager at Risk (CM@R) services for the renovations project at Montecito Community School. The project is briefly presented in the following paragraphs.

2. Project Description

The two-story school is approximately 85,000 SF. When work is completed, the school will serve K-8 students. Work will include significant renovation to the existing school to attain a learning environment which supports Montessori education principles.

In addition to interior classroom reconfigurations, other work including mechanical equipment, low voltage systems, and fire suppression (in kitchen) improvements and replacements are planned. Elevator replacement at Montecito Community School and Longview Elementary School will be included in the scope of work. Site work including circulation, parking, and outdoor learning are also planned as part of the project. It is intended that all work be completed to meet district standards.

Construction may be phased to accommodate continuing use of some areas of the school which will be occupied during the school year. This project is part of Osborn School District's 2023 Bond Program.

Schedule: Pre-construction services are to start after contract negotiation and Osborn School District Governing Board approval in November 2024. It is anticipated construction will start in June 2025 and depending on phasing of the work, be completed sometime in early Spring 2026 to Summer 2026.

Budget: The budget estimate is between \$11,000,000 and \$13,000,000.

Architect: SPS + Architects

3. Pre-Construction Services

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

- A. 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.
- B. 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.
- C. Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets and possible economies.
- D. 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.
- E. 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.

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- F. When each design phase documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The team will not proceed until the cost estimate is within the specified budget limits.
- G. 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 or GMP if already established and approved, the CM@R 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.
- H. The CM@Risk will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.
- I. 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.
- J. The CM@Risk will provide constructability studies and reviews at intervals as agreed to during contract negotiations.

4. Construction Services

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 assume the risk of delivering the Project through a Guaranteed Maximum Price contract. The CM@Risk will be responsible for construction means and methods.

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

- A. The CM@Risk will be responsible in assuring that subcontractors abide by all law, code, statute, insurance, bonding and license requirements.
- B. Enter into "At Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the proposed.
- C. Schedule and conduct pre-construction meetings.
- D. Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:
 - 1. Regular job site meetings and minutes.
 - 2. Maintain daily on-site project log and schedule report.
 - 3. Oversee quality assurance testing and inspection programs.
 - 4. Maintain master set of construction documents on site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
 - 5. Maintain financial project status reports.
- E. Develop, update and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- F. Report schedule variances and prepare recovery plans.
- G. Coordinate special consultants and testing lab services contracted by owner as required.

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- H. Administer post building close-out and two-year warranty collection, start-up and transition to operation.
- I. Provide construction program accounting and reporting to the District as required.
- J. 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.
- K. Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.

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NOTE: Each firm shall submit **ONE (1) ORIGINAL, SEVEN (7) COPIES, AND ONE (1) DIGITAL COPY (USB Drive – DO NOT PASSWORD PROTECT) OF THE INFORMATION REQUESTED IN THIS SECTION. THE DIGITAL COPY MUST INCLUDE SCANNED SIGNATURES.** All submittals shall be bound together, and each section tabbed according to the following format:

The Construction Manager at Risk (CM@R) Team will be selected through a qualifications-based selection process. Firms interested in providing CM@R services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

Tab 1. Basic Company Information

- A. Company name.
- B. Address.
- C. Telephone number.
- D. Fax number.
- E. Email address.
- F. Name of primary contact person.
- G. Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area.
- H. Arizona licenses(s) held by the firm.
- I. If the firm has more than one office, provide specific information about the parent company and administering branch office.
- J. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.).

Tab 2. Key Personnel

- A. Identify and present the project team consisting of all key personnel who will be specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Number of years with submitting firm shall be noted for each member.
- B. Detailed information regarding each key personnel's education and experience shall be clearly identified. Specific experience with performing CM@Risk projects shall be identified for each member. Resumes shall be provided for all assigned personnel. (Caution: The District fully expects the successful firm to follow through with the same personnel identified through this process. Any change to this assignment shall be approved by the District).
- C. Provide an organizational chart of the team selected for the appropriate project scopes.

Tab 3. Experience of Firm

- A. Identify five most recent representative examples of similar work along with contact information for each. Information shall include:
 - 1. Description of project.
 - 2. Location.
 - 3. Architect firm and contact information.
 - 4. Identification of key contact and phone number.
 - 5. Construction services performed (brief).
 - 6. When GMP was established (90%, etc.).
 - 7. Original GMP.
 - 8. Final contract amount.

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9. Total number of change orders.
10. Original substantial completion date and actual substantial completion date achieved for project.
11. Type of project delivery method used.
- B. 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.
- C. Provide detail regarding any liquidated damages ever assessed by an owner for late completion of a project within the past five years.
- D. When responding to the project experience section of this RFQ (4-A above), firms shall include representative projects that support the chosen project.

Tab 4. Organizational Strength

- A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings.
- B. Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.
- C. Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names Osborn School District No. 8 as additional insured.
- D. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) 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 local office. Identify the total number of direct employees of local office supporting construction value noted above. Identify your firm's current available bonding capacity.
- F. Identify any judgments or liens against your firm within the past three years.
- G. Identify any current unresolved bond claims against the offeror.
- 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 various pre-construction services offered for this project.
- C. Describe firm's approach and philosophy working at an active site with students and staff.
- D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.
 1. At what stage of design do you feel comfortable doing a first phase GMP, and how will you balance that with a rough order of cost for the entire project?
- E. The approach firm takes in performing the project once the GMP is set to include the following:
 1. Schedule adherence.
 2. Execution.
 3. Inspection.
 4. Quality assurance.

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5. Safety culture.
6. Change orders.
7. Overall management and approach to cost savings.
- F. Describe your process for vetting subcontractors and suppliers that will be able to perform within critical timeframes given the current market.
- G. 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.
- H. What are the long lead items that will affect overall schedule from a procurement standpoint and how will you mitigate that risk?
- I. How can you help the owner and architect budget for disparate phases and completing program priorities?

Tab 6. Miscellaneous

- A. Firm shall provide a summary statement on why they would be the best fit for the Osborn School District No. 8 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.

Tab 7. Attachments/Standard Forms

- Attachment 1: Offer and Acceptance Form
- Attachment 2: Exceptions/Deviation Form
- Attachment 3: Confidentiality/Proprietary Information Form
- Attachment 4: Additional Materials Form
- Attachment 5: Non-Collusion and No Gifts/Gratuity Affidavit
- Attachment 6: I.R.S. W-9 Form
- Amendment Acknowledgement Form

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1. Evaluation 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 the Montecito Community School Renovations Project. The evaluation committee shall evaluate all submittals in accordance with defined criteria requested in the Submittal Requirements (pages 31-33) and the evaluation criteria listed below.

The District **may** interview 3 to 5 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by A.R.S. 41-2578 and the School District Procurement Rules.

The District will then initiate negotiations with the highest ranked firm 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 school district shall advise the firm in writing of the termination of negotiations. The District shall then negotiate with the next highest rated firm in sequence until an agreement is reached or a determination is made to reject all proposals in accordance with A.A.C. Sections R7-2-1072 through R7-2-1075. 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.

Pursuant to the School District Procurement Rules, construction services may not commence until the Osborn School District No. 8 and the CM@Risk contractor have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract. 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.

During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels.

2. Acceptance of Evaluation Methodology

By submitting a response to this RFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

3. Evaluation Committee

The evaluation committee for this procurement shall consist of no less than five and no more than seven members as follows:

District Administrators and District Personnel
Licensed General Contractor - Senior Management
Registered Architect/Engineer

The committee will remain the same throughout the entire evaluation process.

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4. **Proposed Selection Schedule**

Request for Qualifications issued	October 17, 2024
Pre-Submittal Date	October 24, 2024
Due Date of RFQ Submittals	November 7, 2024
Interviews if needed (Tentative)	November 12, 2024
Board Approval Date	November 18, 2024

5. **Evaluation Criteria - Total Points Available: 130 + 20 (interview if applicable)**

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

A. **Qualifications and Experience of Personnel Assigned - (30 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.

B. **Method of Approach - (30 points)**

The overall method of approach described by the offeror in how they would implement and execute a CM@Risk contract in the Osborn School District No. 8 based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction services, establishment of GMP, execution of work, sub-contractor management plan, and warranty support; Ability of firm to comply with anticipated schedule of activities related to this project; The sub-contractor selection plan will be considered; The content of that plan in addressing the desire of the District to ensure a reasonable balance of both qualifications and price competition in sub-contractor selection.

C. **Experience of Firm - (25 points)**

The ability of the firm to demonstrate a level of competence in successfully completing similar CM@Risk educational based projects as defined within the project scope section; Project references shall be considered under this category; Ability of firm to complete projects in accordance with contract requirements.

D. **Organizational Strength - (20 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 number of years in operation, knowledge of Arizona construction market, and reputation to attract quality sub-contractors shall be considered; The ability of the firm to effectively absorb new projects in light of existing workload.

E. **Response Format - (25 points)**

The ability of the firm to provide all information required at time of RFQ submittal and the quality of the statement of qualifications.

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F. Interview, If Applicable - (20 points)

If the committee determines to interview these criteria shall only be applied to those firms who make the interview short-list phase and will be used to establish the final short-list ranking. At this point, each vendor's score will be set to zero. Under these criteria, the committee will consider the overall impression made by the submitting firm regarding their ability to successfully deliver the specified project. The ability of the firm to present a "team" profile that will be conducive to project success and present creative solutions to accomplish the scope of work. Reference checks will also be factored into this phase of the evaluation. The ability of firm to agree to all terms and conditions represented in District contract between owner and CMAR.

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The Undersigned hereby submits an Offer 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: _____

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 Offer did not involve collusion or other anti-competitive practices, and offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or 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 Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, 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. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In Accordance with A.R.S. § 35-393, the offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
8. In accordance with A.R.S. § 35-394, the Bidder does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China and for the duration of the contract.
9. By submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. 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.

ACCEPTANCE

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.

This contract shall henceforth be referred to as Contract No. 2025.01.

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

Awarded this _____ day of _____ 20 _____

Authorized Signature of School District Official

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Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (Select one):

_____ No exceptions

_____ Exceptions taken (describe – attach additional pages if needed)

The Undersigned hereby acknowledges that all *deviations/exceptions* to this solicitation are clearly listed on this form:

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

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Confidential/Proprietary Submittals (Select one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

A complete digital copy and paper copy of the Offer response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

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(Select one):

_____ No additional materials have been included with this offer.

_____ Additional Materials attached (describe—attach additional pages if needed).

Company Name: _____ Printed Name & Title: _____

Date: _____  Authorized Signature: _____

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This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete offer response.

NOTE: It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their response.

Please sign and date

AMENDMENT NO. 1 Acknowledgement	_____	_____
	Signature	Date
AMENDMENT NO. 2 Acknowledgement	_____	_____
	Signature	Date
AMENDMENT NO. 3 Acknowledgement	_____	_____
	Signature	Date

If no amendments were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Solicitation No: RFQ #2025.01
Description: Montecito Community School Renovations Project CMAR

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
hereinafter called the "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 Osborn
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 now 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 Surety Seal

By: _____ By: _____

Title: _____ Title: _____

Agency of Record

Solicitation No: RFQ #2025.01

Description: Montecito Community School Renovations Project CMAR

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
hereinafter called the "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 Osborn
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 construe and complete a certain work described as

which now 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 Surety Seal

By: _____ By: _____

Title: _____ Title: _____

Agency of Record

EXHIBIT C SAMPLE CERTIFICATE OF INSURANCE

Solicitation No: RFQ #2025.01

Description: Montecito Community School Renovations Project CMAR

CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. 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

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	A	
	B	
NAME AND ADDRESS OF INSURED:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ 100,000.00	WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

THE OSBORN SCHOOL DISTRICT NO. 8 IS ADDED AS IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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Solicitation No: RFQ #2025.01

Description: Montecito Community School Renovations Project CMAR

Due no later than 11:00 AM (MST) on November 7, 2024

FROM:

Name of Firm

Address

City, State, Zip

Phone



Osborn School District
Attn: Frances Staron
Accounting Technician – Purchasing
1226 W. Osborn Road
Phoenix, AZ 85013