

Roosevelt Elementary School District, #66

REQUEST FOR QUALIFICATION

26-CMAR-001

IRENE LOPEZ ACADEMY OF THE ARTS REPLACEMENT CMAR
SERVICES

RELEASE DATE: August 31, 2026

DEADLINE FOR QUESTIONS: September 14, 2026

RESPONSE DEADLINE: September 21, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/governments/4803>

Roosevelt Elementary School District, #66

REQUEST FOR QUALIFICATION

Irene Lopez Academy of the Arts Replacement CMAR Services

I. Introduction.....

II. Documents Referenced

III. Unauthorized Orders

IV. Uniform Instructions to Offerors

V. Uniform Terms and Conditions of Contract

VI. Special Instructions to Offerors.....

VII. CMAR Special Instructions

VIII. CMAR Special Terms and Conditions.....

IX. CMAR Scope of Work.....

X. CMAR Submittal Requirements.....

XI. CMAR Eval

XII. SOQ's Questionnaire.....

Attachments:

- A - Draft Design Phase Services
- B - Construction Phase Services Irene Lopez
- C - Roosevelt_CMAR_Performance_Survey

1. Introduction

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, bids for the material or services specified will be received by the Roosevelt Elementary School District, #66 electronically through OpenGov.

Statement of Qualifications received by the correct time and date shall be opened and the vendors who submitted shall be publicly read. After the SOQ's submitted in response to Request For Qualifications are opened and the award is made the Governing Board shall make available for public inspection all information, all offers and all findings and other information considered in determining whose offers is found to be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1. Summary

Roosevelt Elementary School District, #66 is issuing this RFQ seeking Statement of Qualifications for Irene Lopez Academy of the Arts Replacement CMAR Services. This will be funded using Bond Funds . Roosevelt Elementary School District, #66 is located in Maricopa County.

1.2. Background

This project is to Replace the existing building while it is still an occupied campus.

1.3. Contact Information

Eric Thompson

Procurement and Asset Supervisor

6000 S. 7th St.

Phoenix, AZ 85042

Email: eric.thompson@rsd66.org

Phone: [\(602\) 243-4800](tel:(602)243-4800)

Department:

Roosevelt Elementary School District, #66

Department Head:

Eric Thompson

Procurement

1.4. Timeline

Please note the Proposal Submission Deadline time. Offers will not be accepted after this programmed time. For example: If the Submission Deadline time is 10:00am the deadline is a hard cut-off. The system will not allow you to click "Submit" at 10:00:00:00:00 (and so on). A submission at 10:00:01 is late and will not be accepted. Also note the submission time is Mountain Standard Time. Arizona does not observe Daylight Savings time.

Release Project Date	August 31, 2026
Pre-Submittal Meeting (Mandatory)	September 10, 2026, 10:00am Irene Lopez Academy of the Arts 4610 S. 12th Street Phoenix, AZ 85042
Question Submission Deadline	September 14, 2026, 12:00pm
SOQ Submission Deadline	September 21, 2026, 10:00am
Public SOQ Opening (Non-Mandatory)	September 21, 2026, 10:01am Google Meet joining info Video call link: https://meet.google.com/dpe-aexs-tyi Or dial: (US) +1 970-591-3448 PIN: 381 817 231#
Contractor Selection Date	September 22, 2026

2. Documents Referenced

2.1. GENERAL DOCUMENTS REFERENCED:

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

Arizona Revised Statutes (A.R.S.) is available at: www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
www.azsos.gov/rules/arizona-administrative-code

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

2.2. Construction Documents Referenced

Prime Tax rate calculation rate can be found at: <https://www.aztaxes.gov/Home/Address>

3. Unauthorized Orders

3.1. Authorized Purchases

The Roosevelt Elementary School District, #66 Governing Board only recognizes purchases made through the approved purchase order process.

3.2. Written Purchase Order

A valid written Purchase Order (PO) will contain authorized signature(s), a Purchase Order Number, a contract number, and terms and conditions.

3.3. Unauthorized Purchases

Any Roosevelt Elementary School District, #66 employee who orders and/or receives any materials, supplies, or services, with first going through the approved purchase order process has make an unauthorized purchase. Therefore, RESD is not liable for payment.

3.4. Vendor Responsibilities

- A. Do not honor requests:
 - 1. vendors are not to honor or accept any requests for goods or services unless the vendor receives a written purchase order which will contain authorized signature(s), a Purchase Order Number, a contract number, and terms and conditions.
- B. Contact Roosevelt Elementary School District, #66.
 - 1. Please alert Eric Thompson at eric.thompson@rsd66.org or (602) 243-4800.

3.5. Non-Payment

The Roosevelt Elementary School District, #66 will not be held responsible for any unauthorized orders or purchases.

4. Uniform Instructions to Offerors

4.1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- B. "Award" means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- C. "Bid" means a response to an invitation for bids and includes an offer to contract with District.
- D. "Bidder" means a person submitting a Bid in response to an invitation for bids.
- E. "Contract" means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. "Contract" includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. "Contract Amendment" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- G. "Contractor" means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- H. "Days" means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. "District" means Roosevelt Elementary School District, #66.
- J. "District Representative" means Eric Thompson, or their designee.
- K. "eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Invitation for Bids, Request for Proposals, Requests for Qualifications, and Request for Quotations.

- L. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- M. "Gift or Benefit" means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal real property that is not of nominal value such as a greeting card, t-shirt, mug or pen.
- N. "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.
- O. "Offer" means Bid, Proposal, Statement of Qualifications, or quotation.
- P. "Owner" means the District.
- Q. "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- R. "Offer Deadline" means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- S. "Offeror" means a person submitting a Proposal in response to a Request for Proposals.
- T. "Proposal" means a response to a Request for Proposals and includes an Offer to contract with District.
- U. "Purchase Order" means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- V. "Responsible 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 a good faith performance.
- W. "Responsive Offeror" means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- X. "Solicitation" means an Invitation for Bids, an invitation to submit technical offers, a Request for Proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Instructions to the Offeror, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

- Y. "Solicitation Addendum" means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- Z. "Subcontract" means any Contract, express or implied, between 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.
- AA. "Vendor Questionnaire" shall mean the required questions to be answered, listed as part of the Firm's response in the E-Procurement Portal: OpenGov.

4.2. Pre-Offer Inquiries

- A. Duty to Examine. It is the responsibility of the Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.
- 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 the 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 Solicitation Contact Person will require that an inquiry be submitted in writing in the solicitation Question and Answer tab. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. Requests for Exceptions. An Offeror may submit to the Solicitation Contact Person a written request in the [Vendor Questionnaire](#) under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation question of the project, or an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.
 - 1. A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Offeror of the decision. Submission of the Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.
 - 2. A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline.

3. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.
4. If the Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.
- E. Timeliness. Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- F. No Reliance on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.
- G. Pre-Offer Conference. If a Pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation at the conference.
- H. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.
- I. Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. An Offeror may not rely on any verbal responses to questions at the conference.

4.3. Offer Preparation

- A. Forms: No Facsimile or Physical Mail (USPS, FEDEX, UPS, etc.) Offers. An Electronic Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, physical mail, or mail gram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Acknowledgement and Acceptance Form: The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative

of the Offeror.

All exceptions or modifications requested by the Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.

- D. Offer and Acceptance Form. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- E. Subcontractors. An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. District will not reimburse an Offeror for the cost of responding to a Solicitation.
- G. Solicitation Addendum. Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be acknowledged electronically by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to acknowledge a Solicitation Addendum will result in non-submission of the Offer.
- H. Tax Identification Numbers. An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer 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 Cost Form.
- I. Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- J. Shipping/Delivery. Terms and conditions relating to shipping and delivery are, "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.

- K. Order of Precedence. A Solicitation includes, in addition to the Invitation for Bid, Request for Proposal, or Request for Qualifications, the following documents listed in their order of precedence:
 - 1. Solicitation Addendums
 - 2. Special Terms and Conditions of Solicitation
 - 3. General Terms and Conditions of Contract
 - 4. Statement of Scope of Work/Specification
 - 5. Solicitation Attachments and Exhibits
 - 6. Special Instructions to Offerors, and
 - 7. Uniform Instructions for Offers
- L. In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

4.4. Submission of Offer

- A. Each Offer shall be submitted electronically through OpenGov.
- B. Offer Amendment or Withdrawal. The Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- C. Confidential Information.
 - 1. Request for Confidentiality. If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.
 - 2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.

D. **Certifications of Offeror.** By signing the Offer and Acceptance Form, the Offeror certifies the following:

1. The Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.
2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Firm put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
3. The Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
4. The Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
5. The Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
6. If awarded a Contract, the Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
7. The Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

4.5. [Assistance with Submittals](#)

For assistance with submittals, vendors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.

4.6. [Additional Offer Information](#)

- A. **Late Offers.** An Offer submitted after the Offer Deadline shall be rejected.
- B. **Unit Price Prevails.** 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.

- C. Confirmation. District may contact the Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- D. Offer Acceptance Period. The Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.
- E. Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

4.7. Award

- A. Basis of Award. An Award will be made to the Responsible Offeror whose Offer is determined to be:
 - 1. For a request for qualifications, the Statement of Qualifications (SOQ) that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.
 - 2. District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.
 - 3. No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.
- B. Multiple Awards. RESD may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple award is necessary and is advantageous to District. In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, the Offerors who submitted the most advantageous Statement of Qualifications to District. When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single

Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

- C. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

4.8. Protests

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative, Dr. Dani Portillo, Superintendent. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

- A. The name, addresses, and telephone number of the interested party;
- B. The signature of the interested party or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

4.9. 8. Time for filing protests R7-2-1143

- A. Protests based on 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.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.

- C. The interested party may file a written request with the District Representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time, the District Representative or hearing officer may refer the protest to the Roosevelt Elementary School District, #66 Governing Board for resolution in accordance with R7-2-1152.

5. Uniform Terms and Conditions of Contract

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

5.1. Definition of Terms

- A. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- B. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- D. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. "Contractor" means any person who has a Contract with Roosevelt Elementary School District, #66.
- F. "Days" means calendar days unless otherwise specified.
- G. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- H. "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.
- I. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- J. "Offer" means bid, proposal or quotation.
- K. "Offeror" means a vendor who responds to a Solicitation.
- L. "Owner" means the Roosevelt Elementary School District, #66.
- M. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- N. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and

performance, but does not include employment agreements or collective bargaining agreements.

- O. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- P. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Q. "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.
- R. "School District" means the, Roosevelt Elementary School District, #66 that executes the Contract.

5.2. CONTRACT INTERPRETATION

- A. Governing Law. The Contract is governed by Arizona law, including the School District Procurement Code.
- B. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:
 - 1. Amendments
 - 2. Special Terms and Conditions
 - 3. General Terms and Conditions
 - 4. Statement of Scope of Work/Specifications
 - 5. Solicitation Attachments and Exhibits
 - 6. Special Instructions to Offerors, Uniform Instructions for Offerors, and
 - 7. Statement of Qualifications
- C. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the contract or agreement, and is signed by the District Representative.
- D. Severability. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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

5.3. CANCELLATION

- A. Cancellation for Bankruptcy or Acquisition. District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- B. Cancellation for Conflict of Interest. District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.
- C. Cancellation for Convenience. District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- D. Cancellation for Non-performance or Contractor Deficiency. District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:
 - 1. Failing to comply with the accepted terms and conditions of the Contract;
 - 2. Providing material that does not meet the specifications of the Contract;
 - 3. Providing work and/or material that was not awarded under the Contract;
 - 4. Failing to adequately perform the services set forth in the scope of work/services and specifications;
 - 5. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - 6. Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
 - 7. Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.

- E. Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.
- F. Cancellation for Replacement. District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.
- G. Continuation of Performance. Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- H. Cancellation for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- I. Cancellation by Contractor. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.
- J. Cancellation for Lack of Appropriation. District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

5.4. CONTRACT ADMINISTRATION

- A. Records and Audit. Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.

- B. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.
- C. Inspection and Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
- D. Notices. Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice, and an Amendment to the Contract shall not be necessary.
- E. Property of District. Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.
- F. Advertising. Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

5.5. CONTRACT AMENDMENTS

- A. Amendments. The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.
- B. Subcontracts. Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- C. Assignment and Delegation. Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

5.6. CONTRACT CLAIMS

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

5.7. CONTRACTUAL REMEDIES

- A. Right to Assurance. If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
- B. Stop Work Order.
District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, 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.
If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.
- D. Right to Offset. District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- E. Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.
- F. Force Majeure. Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of

the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
2. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
3. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
4. If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.
5. The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

5.8. FEDERAL and STATE REQUIREMENTS

- A. Roosevelt Elementary School District, #66 Fingerprinting Requirements. Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.
- B. E-Verification. Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- C. Registered Sex Offender Restriction. Contractor agrees that no employee or agent of Contractor or a subcontractor, 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. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.
- D. Non-Discrimination. Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.

- E. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona 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.
- F. Terrorism Country Divestments. In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

5.9. INSURANCE AND SAFETY

- A. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.
- B. Insurance Coverage. Unless other coverage's or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:
 - Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000The policy shall be endorsed to include the following specific language: "Roosevelt Elementary School District, #66 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."
 - Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract
 - Combined Single Limit (CSL) \$1,000,000The policy shall be endorsed to include the following language: "Roosevelt Elementary School District, #66 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease -Each Employee \$100,000

Disease -Policy Limit \$500,000

Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

- C. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
 2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- D. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

5.10. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

5.11. PAYMENT

- A. Contractor Invoice. Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 6000 S. 7th Street, Phoenix, AZ 85042. All transactions are payable in U.S. currency only.
- B. Contractor Payment. District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.

- C. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.
- D. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.
- E. Progress Payments. District may make progress payments under the following conditions:
 - 1. District and Contractor agree to the terms of the progress payments prior to issuing a purchase order;
 - 2. The purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

5.12. PRICE AND PRODUCT CHANGES

- A. Current Products. Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.
- B. Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.
- C. Price Adjustments.
 - 1. Price Increases. Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.
The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have

imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

- D. Price Decreases. During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

5.13. RELATIONSHIP OF PARTIES

- A. Independent Contractor. Contractor is an independent contractor to District.
- B. No Contractual Relationship with Subcontractor. District shall have no contractual relationship with a subcontractor.
- C. Affordable Care Act. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.

5.14. RISK AND LIABILITY

- A. Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.
- B. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract,

Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

- C. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- D. Third Party Antitrust Violations. Contractor assigns to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

5.15. SHIPPING/DELIVERY

- A. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.
- B. Shipment Under Reservation. Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.
- C. Shipping Charges. District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- D. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

5.16. TAXES

- A. Payment of Taxes. District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- B. Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.
- C. Federal Excise Tax. District is exempt from paying federal excise tax.
- D. Property Taxes. District is exempt from state and county property taxes.

- E. State and Local Transaction Privilege (Sales) Taxes. District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
- F. Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

5.17. TERM OF CONTRACT AND EXTENSIONS

- A. Contract Term. The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.
- B. Contract Extension. By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contractor. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.
- C. Month-to-Month Extension. District may offer month-to-month extensions if that is determined to be in the best interests of District.

5.18. WARRANTY/QUALITY GUARANTEES

- A. Fitness. Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.
- B. Inspection. Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.
- C. Quality. Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:
 - 1. Of a quality to pass without objection in the industry or trade normally associated with them;
 - 2. Fit for the intended purposes for which they are used;

3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. In conformance with the written promises or affirmations of fact made by Contractor.
- D. Compliance with Applicable Laws. The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.
- E. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.
- F. No Liens. Contractor warrants that the materials supplied under the Contract are free of liens.
- G. Survival of Rights and Obligations.
1. Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
 2. Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

6. Special Instructions to Offerors

6.1. Pre-Submittal Conference

The pre-submittal conference is mandatory. This will be your opportunity to visit the Irene Lopez Academy of the Arts campus prior to submission of your SOQ's.

6.2. Inquires

All questions are to be upload to within the OpenGov software at [OpenGov.com](https://www.opengov.com). All question must be submitted no later than Monday, September 14, 2026 not later than 12:00 pm.

6.3. Preparation of Electronic Proposals

Roosevelt Elementary School District, #66 is only accepting electronic bid submissions and seeking Statements of Qualifications (SOQs) in response to this CMAR Request for Qualifications. All SOQs must follow the format described in the solicitation's instructions. Failure to follow the instructions regarding format may result in rejection of the SOQ. Offerors shall create a FREE account with OpenGov by signing up at <https://secure.OpenGov.com/signup>. Once you have completed account registration, browse back to this page, click on "RSVP" so your Firm appears on the Preconference list, click on "Submit response", and follow the instructions to submit the electronic bid.

6.4. References

Each offering firm should provide at least three (3) references but no more than five (5) using the form included within this RFQ. Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf for projects of a similar nature.

6.5. Contract Award

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

6.6. Evaluation

Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The Proposal should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ.

Evaluation Overview

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in Submittal Requirements and Statement of Qualifications.

RESA will interview **2 to 3** firms 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 Firms for selection on the final list, the committee will rank the top Firms. In some cases, RESA may proceed with a fewer number of proposers for the interview.

The District will then initiate negotiations with the highest ranked firm in order to agree to fair and reasonable fees related to the services required to produce schematic, design development and construction drawings, specifications and details as required to meet all code requirements and provide all necessary information for bidding and construction of the Project, including construction administration. If the District is unable to reach agreement with the top rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

6.7. Offeror Responsibility

- A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to Roosevelt Elementary School District, #66 facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.
- B. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a Roosevelt Elementary School District, #66.
- C. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a Roosevelt Elementary School District, #66.
- D. The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offeror's responsibility to ensure continuation of service.
- E. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

6.8. Authority

This solicitation as well as any resulting contract is issued under the authority of the Roosevelt Elementary School District, #66 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.

6.9. Offeror Required Contract/Agreement

If your firm will require Roosevelt Elementary School District, #66 to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject any or all parts of the proposed agreement. Contract terms shall not conflict with or supersede terms and conditions of the solicitation.

6.10. SOQ Questionnaire

A completed Questionnaire is required and provides pertinent details about your Statement of Qualifications. Details sought in the Questionnaire are the basis for the evaluation of your firm's SOQs.

6.11. Insurance

Required Insurance Policies. Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII.

6.12. Insurance- Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

6.13. Insurance- Worker's Compensation

Policy must have coverage limits no lower than:

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M).

I am performing work as an independent contractor for the Roosevelt Elementary School District, #66. I am not the employee of the Roosevelt Elementary School District, #66 for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from RESD. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

6.14. Policy Change Notice

Contractor will give the district 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Roosevelt Elementary School District, #66 Business office.

6.15. Additional Insurance Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of RESD, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the district is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to Roosevelt Elementary School District, #66 at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

6.16. Verification of Coverage

Contractor will give Roosevelt Elementary School District, #66 certificates of insurance (ACORD form or equivalent), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

Contractor must upload the certificates directly with their response to this solicitation.

Roosevelt Elementary School District, #66 reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.17. Permits

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with any local, county and State of Arizona Building and Fire Codes.

6.18. Damages

The successful contractor shall be liable for any and all damage caused by the firm and or its employees to RESD premises. The bidder shall hold and save RESD free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by bidder's operations on premises or third persons.

6.19. Compliance with Specifications

The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services that meet the specifications as presented. The work shall meet the minimum industry standards, as applicable:

- A. American Coating Association (ACA)
- B. American Concrete Institute (ACI)
- C. American Institute of Architects (AIA)
- D. American National Standards Institute (ANSI)
- E. American Standards Association (ASA)
- F. American Society of Safety Engineers (ASSE)

- G. American Society for Testing and Materials (ASTM)
- H. Asphalt Roofing Manufacturers Association (ARMA)
- I. Construction Specifications Institute (CSI)
- J. Factory Mutual (FM)
- K. International Energy Conservation Code (IECC)
- L. International Fire Code (IFC)
- M. International Mechanical Code (IMC)
- N. International Plumbing Code (IPC)
- O. National Electrical Code (NEC)
- P. National Demolition Association (NDA)
- Q. National Electrical Code (NEC)
- R. National Emission Standards for Hazardous Air Pollutants (NESHAP)
- S. National Roofing Contractors Association (NRCA)
- T. Sheet Metal Air Conditioning National Association (SMACNA)
- U. Spray Polyurethane Foam Alliance (SPFA)
- V. Tile Council of North America (TCNA)
- W. The Society for Protective Coatings (SSPC)
- X. Underwriter's Laboratories, Inc. (UL)
- Y. Western States Roofing Contractors Association (WSRCA)

6.20. [AZ Contractor's Warranty](#)

Provide a minimum two (2) year warranty for all content, as required by the Arizona Registrar of Contractors.

6.21. [Written Certification Pursuant To A.R.S. §35-394](#)

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use:

- 1) the forced labor of ethnic Uyghurs in the People's Republic of China;
- 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- 3) 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.

If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify Roosevelt Elementary School District, #66 within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the RESD that the noncompliance has been remedied.

6.22. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and Roosevelt Elementary School District, #66 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.

6.23. Rules, Regulations and Codes

- A. The work on public buildings shall be in compliance with the State fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the state, city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (See ARS § 34-461)
- B. All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform Roosevelt Elementary School District, #66 of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

6.24. Hazard Notification

Contractor must advise RESD's contact person whenever work is expected to be hazardous to school children, District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of Roosevelt Elementary School District, #66 immediately to determine remediation efforts.

6.25. 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 particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of 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 the approved type and capacity are placed in the working area and available for immediate use by the working persons using the above-mentioned equipment.

6.26. Other On-Site Requirements

Irene Lopez Academy of the Arts is an occupied school campus where the educational process comes first. Therefore, scheduling is essential to completing the project successfully. Significant coordination is required in terms of work processes to avoid disruption of the educational environment. Thus, the ultimate standards must be in place:

- A. Sign-in and present positive identification;
- B. Park in assigned locations; Contractor shall park in designated parking areas, as directed by District staff.
- C. Anyone not directly involved in the scope of work shall not be on the job site or property. Contractor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Contractor.
- D. No weapons in vehicles or on campus; Roosevelt Elementary School District, #66 does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite
- E. Restricted Communication; Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated District staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.
- F. Alcohol, Illicit Drugs and Smoking. The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking and vaping are also not permitted on any district premises.
- G. Proper Attire; Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items it will result with the employee being escorted off property.

- H. Breaks and Meal times. Offeror's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.
- I. Site must be safe at the end of each day.
- J. These are no tolerance terms!

7. CMAR Special Instructions

7.1. Definitions

- A. "Alternative project delivery methods" for construction" means construction-manager-at-risk, design-build, and job-order-contracting construction services.
- B. "Construction-manager-at-risk" means a project delivery method in which:
 - 1. There is a separate contract for design services and a separate contract for construction services, except that instead of a single contract for construction services, the school district may elect separate contracts for preconstruction services during the design phase, for construction during the construction phase and for any other construction services.
 - 2. The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
 - 3. Design and construction of the project may be either:
 - a. Sequential with the entire design complete before construction commences.
 - b. Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.
 - 4. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.
- C. "Construction services" means either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:
 - 1. Construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods.
 - 2. A combination of construction and, as elected by the school district, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, design-build or job-order-contracting in this Section.
- D. "Contract" means all types of agreements, including purchase orders, regardless of what they may be called, for the procurement of materials, services, construction or construction services, or the disposal of materials.
- E. "Contract modification" means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.
- F. "Days" means calendar days and shall be computed pursuant to A.R.S. § 1-243.

- G. "Design professional" means an individual or firm that is registered by the state board of technical registration pursuant to A.R.S. Title 32, Chapter 1 to practice architecture, engineering, geology, landscape architecture or land surveying or any combination of those professions and any person employed by the registered individual or firm.
- H. "Gift or benefit" means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property that is not of nominal value such as a greeting card, t-shirt, mug or pen. Gift or benefit does not include either:
 - 1. Food or beverage.
 - 2. Expenses or sponsorships relating to a special event or function to which individuals involved in procurement and purchasing are invited.
- I. "Governing board" has the meaning defined in A.R.S. § 15-101.
- J. "Preconstruction services" means services and other activities during the design phase.
- K. "Prime contractor" means a general contractor, who contracts with a property owner and, in turn, employs a subcontractor, or subcontractors, to perform some or all of the work.
- L. "Reasonably susceptible of being awarded a contract" means those proposals that the school district determines are subject to award after the initial review of all original proposals.
- M. "Request for qualifications" means all documents, whether attached or incorporated by reference, which are used for soliciting statements of qualifications in accordance with procedures prescribed in R7-2-1101, R7-2- 1106, R7-2-1108 or R7-2-1117.
- N. "Statement of qualifications" means a response to a request for qualifications issued pursuant to R7-2-1101, R7-2-1106, R7-2-1108 or R7-2-1117, or unsolicited qualifications submitted pursuant to R7-2-1062 or R7-2-1122, and does not include an offer to contract with the school district.

7.2. Mandatory Pre-Submittal Conference

A Pre-Submittal Conference will be held on Thursday, September 10, 2026 at 10:00 am at Irene Lopez Academy of the Arts 4610 S. 12th Street Phoenix, AZ 85042 indicated in the solicitation title page.

Attendance is mandatory. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the Roosevelt Elementary School District, #66 position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the RESD at this conference. The RESD will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions shall not constitute an amendment to this Request for Qualifications.

7.3. Inquiries

Offerors who have questions about this RFQ are required to submit their questions in writing Monday, September 14, 2026 at 12:00 pm. All questions must be submitted through [OpenGov](#). Questions received are made public to all firms.

If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Qualifications, or if in doubt as to their meaning, such matters should be presented in through the electronic portal. Phone calls with questions or requests for information regarding the RFQ will not be accepted. Oral statements or instructions will not constitute an amendment to this RFQ.

7.4. Addendums

Responses to questions received in <https://secure.procurement.opengov.com/portal/arizona-school-districts> will be addressed in an amendment to the RFQ if necessary. Addenda must be acknowledged on the Addenda and Official Notices designated in the solicitation. The purpose of the Addenda is to clarify, if necessary, the terms of this Request for Qualifications, and to prevent any misunderstanding of the RESD intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Qualifications, or if in doubt as to their meaning, such matters should be presented in writing. Phone calls with questions or requests for information regarding the RFQ will not be accepted. Oral statements or instructions will not constitute an amendment to this RFQ. Please submit any questions or discrepancies on OpenGov.com

7.5. Preparation of Statement of Qualifications

General:

Roosevelt Elementary School District, #66 is seeking Statements of Qualifications (SOQs) in response to this Request for Qualifications. The RESD shall not assume responsibility for any costs related to the preparation or submission of the SOQ. All SOQs must follow the format described in the solicitation's instructions.

All interested and qualified Offerors are invited to submit a Statement of Qualification (SOQ) for consideration through <https://secure.procurenow.com/portal/arizona-school-districts>. Submission of a SOQ indicates that the Offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and Amendment (as applicable) and agrees that all requirements of this RFQ have been satisfied. A response may not be considered if it is conditional or incomplete. All SOQ and materials submitted become the property of the District.

7.6. Withdrawal of Statements of Qualifications

Offerors may withdraw their SOQs at any time prior to the Monday, September 21, 2026 and 10:00 am.

7.7. Acknowledgement of Solicitation Addenda

It is the responsibility of the submitter to ensure that it has acknowledged all Addenda that have been issued. Offerors shall acknowledge all Solicitation Addenda in OpenGov.

7.8. Submittal Opening

Qualifications shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. You may attend this meeting via the link found on page 4. Please RSVP in the software. The name of each Offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.

7.9. Evaluation Committee

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

- A. District Administrators
- B. Licensed General Contractor - Senior Management
- C. Registered Architect/Engineer

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

7.10. Evaluation Overview

- A. The RESD has elected to use the Construction Manager at Risk (CM@Risk) process for the selection of construction manager to perform pre-construction design services and construction services for the Irene Lopez Academy of the Arts Replacement CMAR Services. The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in Submittal Requirements and Statement of Qualifications.
- B. The District may interview 3 but no more than 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 RESD may proceed with a fewer number of proposers.
- C. The RESD 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 RESD is unable to reach agreement with the top rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short listed firms have been exhausted). Firms that are unable to accommodate the RESD regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.
- D. Pursuant to the Arizona School District Procurement Rules, construction services may not commence until the Roosevelt Elementary School District, #66 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 RESD may use any and all materials developed during the Preconstruction Phase.

7.11. Evaluation

Selection Criteria and Content for Statements of Qualifications:

The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The SOQ should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ.

Evaluation Criteria Format- Total Points Available: 1,000 + 200 (interview if applicable)

Evaluation of the Request for Qualifications shall be based upon the following criteria listed with their point value so that responding firms understand order of greatest importance:

Qualifications and Experience of Personnel Assigned (350 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. All firms must be licensed in the State of Arizona.

Method of Approach (250 points)

The overall method of approach described by the Offeror in how they would implement and execute a CM@Risk contract in the Roosevelt Elementary School District, #66 based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction design 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. All subcontractors must be licensed in the State of Arizona.

Experience of Firm (250 points)

The ability of the firm to demonstrate a level of competence in successfully completing similar CM@Risk educational based projects in an isolated rural setting 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.

Organizational Strength (100 points)

The financial condition of the Offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The 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 work load.

Response Format (50 points)

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

7.12. Clarifications

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

7.13. Discussions

In accordance with A.A.C. R7-2-1047, after the initial receipt of SOQs, the District may conduct discussions with those Offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

8. CMAR Special Terms and Conditions

8.1. Contract Type

The Contract shall be a percentage for Design services and Firm Fixed Price for the GMP. A draft contract can be found in the attachments. [#Attachments](#)

8.2. Acceptance Period

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 90 days after the opening time and date. It is expected that the award for this contract will be made in 45 days.

8.3. Commencement of Construction

Construction shall not commence until the Owner and Contractor agree in writing on either a fixed price that the Owner will pay for the construction or a guaranteed maximum price and a valid purchase order is issued.

8.4. Authority

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

8.5. Subcontractors

A. **Selection:**

1. The Contractor shall select subcontractors in accordance with the subcontractor selection plan proposed by the Contractor in submitting its qualifications with those modifications as the District and the Contractor agreed to in writing in this contract.
2. The Contractor shall comply with this selection regarding the selection of a contractor to do all or part of the work under one or more job orders.

B. **Conveyance of Terms:**

1. Contractor shall incorporate by reference all terms of this contract into any subcontracts. The contractor and each subcontractor at any level shall include in each of its subcontracts the full street or physical address of each separate location at which the construction will be performed.
2. The Owner will promptly permit any actual or prospective Subcontractor or materials man to review and, if requested pursuant to A.R.S. § 39-121.01, copy any and all surety bonds or evidence of alternate security that relate to the Project.

8.6. Key Personnel

The Contractor agrees and understands that this contract award is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as indicated in the Contractor's SOQ.

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the RESD Procurement Officer of Record. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the District's Procurement Officer of Records approval of a substitution shall not be construed as an acceptance of the substitutions' performance potential.

The RESD agrees that an approval of a substitution will not be unreasonably withheld. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the District at any time during the contract.

For purposes of this contract, Key Personnel is, at a minimum, those individuals shown in the Submitter's response to the Request for Qualifications.

8.7. Cancellation for Possession of Weapons on District Property

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on RESD property. Such property includes RESD owned or leased office building, yards, parking lots, construction sites or RESD owned vehicles. Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by a RESD official to leave the State property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-3102, Criminal trespass in the third degree; classification.

8.8. Contract Cancellation

- A. This contract is subject to cancellation pursuant to A.R.S. § 38-511. This contract is critical to the District and Roosevelt Elementary School District, #66 reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
 - 1. The contractor provides material that does not meet the specifications of the contract;
 - 2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - 4. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- B. The District may resort to any single or combination of the following remedies:
 - 1. Cancel any contract;
 - 2. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - 3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
 - 4. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - a. Deduction from an unpaid balance.
 - b. Collection against the bid and/or performance bond; or
 - c. Any combination of the above or any other remedies as provided by law.

8.9. Default

Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including but not limited to:

- A. Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
- B. Failure in a material way to correct services not in conformance with the Contract;

- C. Material and/or repeated disregard of or failure to comply with laws, ordinances, rules, regulations, orders of any public authority having jurisdiction or applicable safety standards or building codes;
- D. Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- E. Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; or
- F. Attempting to assign this Contract without obtaining the RESD's Procurement Officer prior written consent.

8.10. Prohibition of Reprisals

Roosevelt Elementary School District, #66 is committed to complying with Federal requirements related to whistleblower protections. To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. Gross mismanagement of a contract or grant;
- B. A gross waste of public funds;
- C. A substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. An abuse of authority related to the implementation or use of public funds; or
- E. A violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

8.11. Insurance

Minimum Scope and Limits of Insurance

Firm shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, direct operations, sublet work, completed operations, sexual predator coverage, and broad form contractual liability coverage.

- General Aggregate for this Project \$2,000,000/\$2,000,000

- Products – Completed Operations Aggregate \$2,000,000
 - Personal and Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Maximum Deductible \$10,000
- A. The policy shall be endorsed to include the following additional insured language: "The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm".
- B. Firm's sub-consultants shall be subject to the same minimum requirements identified above.

Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000
- A. The policy shall be endorsed to include the following additional insured language: "The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm, including automobiles owned, leased, hired or borrowed by the Firm".
- B. Firm's sub-consultants shall be subject to the same minimum requirements identified in this section.

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- A. Policy shall contain a waiver of subrogation against the Roosevelt Elementary School District, #66.
- B. Firm's sub-consultants shall be subject to the same minimum requirements identified in this section.

Professional Liability (Errors and Omissions Liability)

Each Claim \$2,000,000

In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Architect/Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- A. Policy shall contain a waiver of subrogation against the Roosevelt Elementary School District, #66.

Professional Liability (Errors and Omissions Liability) for Sub-consultants

In addition to the insurance requirements for the Architect/Engineer, the A&E's registered sub-consultants are required to carry Professional Liability insurance as follows:

Each registered sub-consultant will carry:

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

All required sub-consultants' certificates and endorsements are to be received and approved by the District before work commences. All insurance coverage for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

- A. On insurance policies where the RESD is named as an additional insured, the RESD shall be an additional insured to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.
- B. The Firm's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

8.12. Builders' Risk Insurance

- A. In an amount equal to the initial Agreement Amount plus additional coverage equal to Agreement Amount for all subsequent change orders.
- B. The District, the CM@R, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the work shall be Named Insureds on the policy.
- C. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- D. Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the District, has an insurable interest in the property required to be covered.

- E. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the District.
- F. Policy must provide coverage from the time any covered property becomes the responsibility of the CM@R, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- G. Policy shall contain a waiver of subrogation against the District.
- H. CM@R is responsible for the payment of all policy deductibles.

8.13. [Safety](#)

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the Roosevelt Elementary School District, #66 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. Offeror ensures that no employee has possession of or engages in consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed or prescribed legal drugs while providing services under this contract.

Additionally, 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, the National Fire Protection Association Standards, and the Occupational Safety and Health Administration.

8.14. [Changes to Work](#)

The RESD 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 RESD. All changes shall be documented by formal amendment or change order to the contract.

8.15. [OSHA Guidelines](#)

The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act. 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 RESD personnel.

8.16. [District Property](#)

The CM@Risk contractor shall protect all furnishings from damage and shall protect the Roosevelt Elementary School District, #66's property from damage or loss arising in connection with this contract. The contract shall make good any such damage, injury or loss caused by his operations, or those of its employees, to the satisfaction of the District. The contractor shall confine equipment, storage of materials, and the operation of staff 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 County Safety Laws. Contractor agrees that it is fully responsible to the District for the acts and omissions of any and all persons, whether directly or indirectly employed by the firm. Contractor shall maintain such insurance as will protect the firm and the District from claims or damage for personal injury, including death, which may arise from operations under this contract.

8.17. Source Limitations

Obtain materials from the source or producer that will provide the required warranty.

8.18. Performance Bond

The successful CM@R contractor shall be required to furnish irrevocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Roosevelt Elementary School District, #66.

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

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

8.19. Payment Bond

The successful CM@Risk contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check, certified check, or money order. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.

8.20. Licenses

Contractor shall maintain in current status all federal, State of Arizona and local licenses and permits required by the operation of the business conducted by the contractor.

8.21. Permits

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The Roosevelt Elementary School District, #66 will pay for any and all permitting. The installation shall be in complete compliance with all federal, state, and Maricopa County building codes. Contractor is responsible to close all permits for the project before final payment.

8.22. Liens

Since 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.

8.23. Fire Drills

All vendors must be aware that, while at any site within the Roosevelt Elementary School District, #66, any and all personnel employed by their firm must respond and act accordingly to all fire drills. The requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response, or performing work at a site.

9. CMAR Scope of Work

9.1. The legal address description for the Construction site

4610 S. 12th Street, Phoenix, AZ 85040.

9.2. Anticipated Trades/Subcontractors may include, but are not limited to:

- A. Demolition/Removals
- B. Site Cleaning
- C. Earthwork
- D. Termite Control
- E. Sanitary Site Sewer
- F. Site Concrete
- G. Cast in place concrete
- H. Vapor Barrier
- I. Masonry
- J. Structural Steel
- K. Rough Carpentry
- L. Finished Carpentry
- M. Building Insulation
- N. Sheet Metal Paneling
- O. Roofing
- P. Sheet Metal Flashing
- Q. Roof Accessories
- R. Joint Sealants
- S. Steel Doors and Frames
- T. Aluminum Doors and Frames
- U. Rolling Service Doors
- V. Door Hardware
- W. Glazing
- X. Gypsum Board Assemblies

- Y. Ceramic Tile
- Z. Acoustical Tile Ceilings
- AA. Resilient Floor Tile
- BB. Painting
- CC. Visual Display Surfaces
- DD. Toilet Partitions
- EE. Signage
- FF. Fire Protection Specialties
- GG. Toilet and Bath Accessories
- HH. Plumbing
- II. Mechanical
- JJ. Fire Protection
- KK. Electrical
- LL. Commercial Kitchen Installers
- MM. Millwork
- NN. Data Systems
- OO. Modular Building
- PP. Pre-engineered Metal Building

9.3. [Overview](#)

The existing Irene Lopez Academy of the Arts campus is an approximately **70,000-square-foot K–8 school serving approximately 750 students**. The replacement campus is anticipated to accommodate approximately **600–850 students** and may include classrooms, administrative and office areas, staff workrooms, cafeteria, gymnasium, playgrounds and athletic fields, site improvements, utilities, circulation, parking, and other supporting educational facilities.

The District intends for the existing campus to remain **operational and occupied during construction**. The selected CMAR shall work collaboratively with the District, **Grace Design Studios**, consultants, campus administration, and other project stakeholders to develop appropriate construction phasing, site logistics, safety controls, and transition plans that minimize disruption to students, staff, families, and surrounding operations.

9.4. [Architectural Firm](#)

Grace Design Studio is the design firm.

9.5. Pre-Construction Design Services

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

- A. Key project personnel shall attend regular meetings with the Roosevelt Elementary School District, #66 and the Grace Design Studio to review project status, review design and update the construction cost estimate.
- B. Consult with the RESD and Grace Design Studio 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 Grace Design Studio review and the RESD'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 RESD, Grace Design Studio 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.
- F. When design documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The RESD 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, the CM shall make recommendations to the RESD and Grace Design Studio 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 RESD. 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 RESD and Grace Design Studio a schedule for procurement of long lead-time items that will constitute part of the work as required to meet the project schedule.

9.6. Construction Services

Construction services may not commence until the Roosevelt Elementary School District, #66 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 RESD reserves the right to end the association and prepare a new solicitation.

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

- 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, and
 - 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.
- 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 RESD 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 RESD provides for this project.

10. CMAR Submittal Requirements

10.1. General Requirements

- A. All interested and qualified firms are invited to submit a Statement of Qualifications for consideration. Submission of a SOQ indicates that the firm has read and understands the entire RFQ, in included attachments, exhibits, schedules, and amendment (as applicable) and agrees that requirements of this RFQ have been satisfied.
- B. The SOQ shall contain all of the information specified and shall be submitted in format requested.
- C. The SOQ must be complete in all respects. SOQ may not be considered if it is conditional or incomplete.
- D. All SOW and materials submitted become the property of the Roosevelt Elementary School District, #66.
- E. The Roosevelt Elementary School District, #66 shall not assume responsibility for any costs related to the preparation or submission of their SOQ.

11. CMAR Eval

11.1. [CMAR Eval](#)

Selection Criteria and Content for Statements of Qualifications:

The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following: The SOQ should display clearly and accurately the capacity, knowledge, experience and capacity of the Submitter to meet the requirements of this RFQ.

Evaluation Criteria Format- Total Points Available: 1,000 + 200 (interview if applicable)

Evaluation of the Request for Qualifications shall be based upon the following criteria listed with their point value so that responding firms understand order of greatest importance:

Qualifications and Experience of Personnel Assigned (350 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. All firms must be licensed in the State of Arizona.

Method of Approach (250 points)

The overall method of approach described by the offeror in how they would implement and execute a CM@Risk contract in the Roosevelt Elementary School District, #66 based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction design 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. All subcontractors must be licensed in the State of Arizona.

Experience of Firm (250 points)

The ability of the firm to demonstrate a level of competence in successfully completing similar CM@Risk educational based projects in an isolated rural setting 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.

Organizational Strength (100 points)

The financial condition of the offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The 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 work load.

Response Format (50 points)

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

12. SOQ's Questionnaire

Please submit all downloaded forms in PDF format

12.1. Resulting Award-Contract

The resulting contract is subject to all terms of the district procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and district procurement code.

☐ Please confirm

12.2. SOQ Response*

Our firm understands that we are not to embed any documents within our uploaded files, as they will not be accessible or evaluated. Additionally, no pictures will be uploaded. A text response shall only contain, text only.

☐ Yes

☐ No

*Response required

12.3. Adherence to Social Distancing Procedure and Pandemic Procedure*

By clicking yes, you agree to comply with School Social Distancing Procedures and follow the CDC guidelines <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.

As pandemics impact our schools, and contractors (subs included) engineers, and architects accessing our sites must be able to control and minimize the risk for students, staff, and visitors. Has your company implemented a response plan for anyone working on our sites and are they following the CDC guidelines related to pandemics.

Are you practicing social distancing, conducting group meetings using SKYPE or other video conference methods? Are you using disinfectant wipes and employing enhanced cleaning procedures at your work sites including Social distancing during lunch breaks and cleaning lunch and break areas after each use by removing their trash daily?

Are you asking anyone who is sick to stay home and away from the work site, are you requiring employees to wear PPE (Hardhat, Safety Glasses, Gloves, High Visible Vest)? Are you cleaning tools and other equipment with disinfectant wipes that claim "kills greater than 99% of bacteria".

☐ Yes

☐ No

*Response required

12.4. Fingerprint Clearance Compliance*

If required to provide services on Roosevelt Elementary School District, #66 property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in

accordance with A.R.S. 15-512 of each person or employee who may provide such service. 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. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by RESD.

Will you and your subcontractors comply?

- ☐ Yes
☐ No

*Response required

12.5. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation*

Roosevelt Elementary School District, #66 Explanatory Note: The purpose of this question is to confirm the Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the question or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below. As used in this question, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

- ☐ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- ☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation: (Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. The District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

*Response required

12.6. Unauthorized Purchases*

After reading this section of the solicitation, 26-CMAR-001 for Irene Lopez Academy of the Arts Replacement CMAR Services; Do you understand that you must have a valid PO before starting any work or ordering any product?

- ☐ Yes
☐ No

*Response required

12.7. E-mail Address for Submitting Orders*

Please provide a e-mail address (preferably a generic company e-mail address) where POs will be submitted for processing.

*Response required

12.8. Forms

12.8.1. Vendor Registration Form*

Please download the below documents, complete, and upload.

- [Vendor Registration.pdf](#)

*Response required

12.8.2. Deviations and Exceptions*

Is your firm requesting any deviations or exceptions to the solicitation?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

12.8.3. Deviations and Exceptions Form

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request.
2. The reason or reasons why the information should be treated as confidential.

Upload the completed form

- [Deviations-Exceptions.pdf](#)

12.8.4. Drug-Free Workplace*

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

- ☐ Yes
☐ No

*Response required

12.8.5. *Do you have a Request for Confidentiality or Proprietary Information**

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

☐ Yes

☐ No

*Response required

When equals "Yes"

12.8.6. *Confidentiality or Proprietary Form*

If you said yes, Please upload your response for Request for Confidentiality or Proprietary Information.

- [Deviations-Exceptions.pdf](#)

12.8.7. *W-9**

Please upload your complete W-9 here.

*Response required

12.8.8. *Familial Relationship Disclosure**

The completed form should be notarized and included in the bid package to attest that your firm and its employees are not related in any way to the District, its staff, nor that of the members of the Governing Board.

- [Familial Relationship Discl...](#)

*Response required

12.8.9. *Offer and Acceptance Form **

Please upload your offer and acceptance form here.

ALL UNSIGNED RESPONSES SHALL BE REJECTED.

- [Offer and Acceptance.pdf](#)

*Response required

12.8.10. *References**

Please download the below documents, complete, and upload.

- [RFQ_Client_References.pdf](#)

*Response required

12.8.11. *Non-Collusion Affidavit Notarized **

Please upload your notarized Non-Collusion Affidavit here

- [Non-Collusion_Statement.pdf](#)

*Response required

12.8.12. *No Israel Boycott**

To the extent applicable, Roosevelt Elementary School District, #66 is prohibited by A.R.S. § 35-393.01 from entering into a contract with any company for professional services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in a boycott of Israel. By submitting a Response, a Respondent represents to RESD that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract. Do you agree?

☐ Yes

☐ No

*Response required

12.8.13. *Forced Labor of Ethnic Uyghurs Ban**

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "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.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☐ The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ Exempt Contractor as firm is a sole proprietorship, has fewer than ten (10) employees and/or, firm is a non-profit organization

*Response required

[12.8.14. Certificate of Insurance \(COI\)*](#)

Please upload your complete COI here.

*Response required

[12.9. About the Firm](#)

[12.9.1. Firm Information*](#)

Number of years in business and number of years operating in Arizona.

*Response required

[12.9.2. RFQ Qualifications Bankruptcy*](#)

Has firm, and/or their parent company, if applicable, filed for bankruptcy in the past seven (7) years?

☐ Yes

☐ No

*Response required

[12.9.3. RFQ Qualifications of the Firm*](#)

Is the Offeror a publicly traded firm or privately held?

☐ Publicly Traded Firm

☐ Privately Held

*Response required

[12.9.4. Primary Contact*](#)

A. Name the primary individual to contact as well as

B. cell phone number and

C. email address.

*Response required

[12.10. CMAR Requirements](#)

[12.11. Basic Company Information](#)

[12.11.1. Provide Corporate Information](#)

A. What is the address

B. Phone number

C. Primary Contact Person

D. Email Address

12.11.2. Number of years in business

How many years have you been in business under the submitted name?

Maximum response length: 200 characters

12.11.3. What Arizona License are held by your firm?

Provide type and the license number.

12.11.4. Contractors Licenses

Upload copies of your Arizona Licenses here.

12.11.5. Do you have more than one office?

If the firm has more than one office, provide specific information about the parent company and administering branch office.

12.11.6. Indicate the type of ownership

- ☐ C Corporation
- ☐ S Corporation
- ☐ Limited Liability Company
- ☐ Sole proprietorship
- ☐ Joint Venture

12.12. Key Personnel

12.12.1. Key Personnel Team Members

Identify and present the project team consisting of all key personnel who will be specifically assigned to this project from pre-construction design phase through project warranty phase:. Who will be the:

- A. General management,
- B. Project management,
- C. Project estimator,
- D. Construction superintendent,
- E. Other

*12.12.2. Key Personnel Education and Experience**

For each Key Personnel Member; provide information regarding the personnel's education and experience , specific experience with performing CM@Risk projects, shall be identified. Resumes shall be provided for all assigned personnel.

(Caution: RESD fully expects the successful firm to follow through with the same personnel identified through this process. Any change to this assignment must be approved by the District).

*Response required

*12.12.3. Key Personnel Organization Chart**

Provide an organizational chart of the expanded team selected for the appropriate project scopes. Expanded includes who handles warranty work, escalation resolution, etc.

*Response required

12.13.Experience of the Firm

When responding to the project experience section of this RFQ, firms shall include representative projects that support the chosen project

*12.13.1. Experience of the Firm, Identify Project #1**

Project Name

Project Budget

Design Firm

Final Completion Date

What were the challenges of this comparable project?

How is it similar to the Irene Lopez Academy of the Arts Replacement CMAR Services project?

*Response required

*12.13.2. Experience of the Firm, Identify Project #2**

Project Name

Project Budget

Design Firm

Final Completion Date

What were the challenges of this comparable project?

How is it similar to the Irene Lopez Academy of the Arts Replacement CMAR Services project?

*Response required

*12.13.3. Experience of the Firm, Identify Project #3**

Project Name

Project Budget

Design Firm

Final Completion Date

What were the challenges of this comparable project?

How is it similar to the Irene Lopez Academy of the Arts Replacement CMAR Services project?

*Response required

12.13.4. *Experience of the Firm, Identify Project #4**

Project Name

Project Budget

Design Firm

Final Completion Date

What were the challenges of this comparable project?

How is it similar to the Irene Lopez Academy of the Arts Replacement CMAR Services project?

*Response required

12.13.5. *Experience of the Firm, Identify Project #5**

Project Name

Project Budget

Design Firm

Final Completion Date

What were the challenges of this comparable project?

How is it similar to the Irene Lopez Academy of the Arts Replacement CMAR Services project?

*Response required

12.13.6. *Experience of the Firm's History of Claims**

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

*Response required

12.14. Organizational Strength of General Contractor

12.14.1. *Organizational Strength Financials**

Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings.

Your response will be considered Confidential and only viewed by the Evaluation Committee.

*Response required

12.14.2. *Organizational Strength Bonding**

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.

*Response required

12.14.3. *Organizational Strength Certificate of Insurance**

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 Roosevelt Elementary School District, #66 as additional insured.

*Response required

*12.14.4. Organizational Strength Insurance EMR**

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

*Response required

*12.14.5. Safety Plan**

Upload your firm's safety plan.

*Response required

*12.14.6. Organizational Strength Identity**

What is the current total dollar value of awarded construction work currently being managed by the local office.

*Response required

*12.14.7. Local Office Employees**

Identify the total number of direct employees of local office supporting construction value noted above.

*Response required

*12.14.8. Organizational Strength Liens**

Identify any judgments liens or statements against your firm within the past three years

*Response required

*12.14.9. Bond Claims**

Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.

*Response required

12.15. Method of Approach

*12.15.1. Best Fit**

Firm shall provide a summary statement on why they would be the best fit for Roosevelt Elementary School District, #66 to perform this CM@Risk project.

*Response required

*12.15.2. Overall Approach**

Describe the firm's overall approach to this unusual project.

*Response required

12.15.3. *Project Difficulties**

Excluding the budget, describe any difficulties, complications, or issues, that your firm perceives about this project.

*Response required

12.15.4. *Pre-construction Services**

Describe the various pre-construction services offered for this project.

*Response required

12.15.5. *Firm's Approach and Philosophy **

Describe firm's approach and philosophy working at an active site with students and staff. Include how you can make it a learning environment.

*Response required

12.15.6. *Establishing the GMP**

Describe the process of establishing the GMP, which will be OpenBook.

*Response required

12.15.7. *Time frame for GMP**

Describe the recommended point of setting the GMP price and why.

*Response required

12.15.8. *Approach the firm takes to Schedule**

Describe how your firm will approach the schedule, how you can reprioritize given labor and material shortages.

*Response required

12.15.9. *Project Schedule**

Provide the schedule from GMP to final completion. This should be detailed with all the major milestones included.

*Response required

12.15.10. *Approach the firm takes regarding the Execution of the project.**

The approach of the CMAR firm takes in performing the project once the GMP is set to include what it takes to execute the project.

*Response required

12.15.11. *Approach the firm takes regarding Inspections**

Describe how your firm approaches Special Inspections.

*Response required

12.15.12. *Approach the firm takes regarding Quality Assurance**

Describe the approach your firm takes regarding Quality Assurance both philosophy and actual practice.

*Response required

*12.15.13. Approach the firm's Safety Culture**

Describe your firm's Safety Culture. Detail any changes to it in the last year.

*Response required

*12.15.14. Approach the firm takes regarding Change Orders**

Describe your firm's approach to change orders that are project based and then the ones that are owner based.

*Response required

*12.15.15. Approach the firm takes regarding Overall Management**

Describe your firm's overall management style and how it relates to this project.

*Response required

*12.15.16. Approach to the Owner's Contingency**

Contingency will belong to the Owner. What is your approach if these funds are needed? What might cause the need to have access to the funds?

*Response required

*12.15.17. Approach to Cost Savings**

Describe your firm's overall cost savings approach and how it relates to this project.

*Response required

12.15.18. Subcontractors Management Plan

Roosevelt Elementary School District, #66 requires that at least three to five sub-contractors shall be solicited for all work including self-performed work. How will you make use of any local subcontractors for this project?

*12.15.19. Qualifications and Costs**

What is the balance between qualifications and cost?

*Response required

*12.15.20. Subcontractor Recruitment**

How has recruitment changed from three years ago?

*Response required

*12.15.21. Subcontractor Shortage**

What are three trades that are the most difficult to get on this job site and how will your firm overcome it?

*Response required

12.15.22. Controversies*

Discuss any controversies as they relate to work performed by subcontractors during the last three years?

*Response required

12.15.23. Claims related to work performed by subcontractors*

Have you had any claims related to work performed by subcontractors in the last three years?

☐ Yes

☐ No

*Response required

When equals "Yes"

12.15.24. Claims related to work performed by subcontractors

Provide a summary of the issue and outcome for the client.

12.15.25. Self-performing Work*

Describe firm's philosophy on self-performing any of the trade work.

*Response required

12.15.26. Self-performing Trades*

Describe firm's percentage of this project that will be self-performed, if any. Name the trades that could be self-performed

*Response required

12.15.27. Was the Draft Design Contract Reviewed?*

Did your firm take the time to review the draft Design Contract?

☐ Yes

☐ No

*Response required

12.15.28. Design Contract Deviations or Exception*

If, you have any Deviations or Exceptions that you want to take; please detail them by the page and the section. Then state what your request for a deviation or exception is and why Roosevelt Elementary School District, #66 should consider it. If, you have none, enter N/A.

*Response required

12.15.29. Was the Draft Construction Contract Reviewed?*

Did your firm take the time to review the Draft Construction Contract?

☐ Yes

☐ No

*Response required

12.15.30. Construction Contract Deviations or Exceptions*

If, you have any Deviations or Exceptions that you want to take; please detail them by the page and the section. Then state what your request for a deviation or exception is and why Roosevelt Elementary School District, #66 should consider it. If, you have none, enter N/A.

*Response required