REQUEST FOR QUALIFICATION

RFQ27-03 CMAR

CONSTRUCTION MANAGEMENT AT RISK- INDEPENDENCE HIGH SCHOOL IMPROVEMENTS

Glendale Union High School District

7650 N 43rd Avenue

Glendale, AZ 85301

RELEASE DATE: October 8, 2026

DEADLINE FOR QUESTIONS: October 20, 2026

RESPONSE DEADLINE: November 5, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/guhsdaz

Glendale Union High School District
REQUEST FOR QUALIFICATION
Construction Management at Risk- Independence High School Improvements

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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 Glendale Union High School District electronically through OpenGov.

Bids received by the correct time and date shall be opened and the vendor's who submitted shall be publicly read. After the bids submitted in response to an invitation for bids are opened and the award is made the governing board shall make available for public inspection all information, all bids and all findings and other information considered in determining whose bid conforms to the invitation for bids and will be the most advantageous with respect to price, conformity to the specifications and other factors to be selected for the award.

1.1. Summary

Glendale Union High School District is soliciting Statement of Qualifications from qualified and experience Construction Manager at Risk (CMAR) firms to provide preconstruction and construction services for improvements at Independence High School, located at 6602 N 75th Ave, Glendale, AZ 85303.

The project is anticipated to include the evaluation, planning, estimating, design coordination, preconstruction services, and construction associated with the remodeling and/or renovation of existing facilities and/or the construction of a new standalone building at the Independence High School campus.

The final scope of work will be developed during the preconstruction/design phase and may include, but is not limited to, demolition, site improvements, architectural improvements, structural work, mechanical, electrical, plumbing, technology, fire protection, accessibility improvements, utility infrastructure, landscaping, and other related improvements necessary to complete the project.

The selected CMAR will be expected to provide professional preconstruction services, constructability review, cost estimating, value engineering, scheduling, phasing recommendations, coordination with the District and design team, development of the Guaranteed Maximum Price (GMP), subcontractor procurement and coordination, and construction services.

Because the final project scope and delivery approach may be refined during the design and preconstruction process, the District reserves the right to determine, in consultation with the design team and CMAR, whether the project or portions of the project are best accomplished through renovation of existing facilities, construction of a new standalone building, or a combination of both, subject to the District's approved project scope and funding.

Initial contract term shall be from date of award, through June 30th, 2027, with an option to renew for up to FOUR (4) YEARS.

1.2. Contact Information

Sandra Aponte
Director of Purchasing

7650 N. 43rd Ave
Glendale, AZ 85301
Email: sandra.aponte@guhsdaz.org
Phone: (623) 435-6020

Department:
Maintenance & Facilities

1.3. Timeline

Please note the Bid Submission Deadline time. Bids will not be accepted after this programmed time. For example: If the Bid 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 Local Arizona time. We do not observe Daylight Savings time.

Release Project Date	October 8, 2026
Pre-Qualification Conference (Non-Mandatory but is STONGLY encourage (Non-Mandatory)	October 15, 2026, 8:00am Independence High School (South Parking Lot 75th Ave & Maryland) 6602 N 75th Ave Glendale, AZ 85303
Question Submission Deadline	October 20, 2026, 2:00pm
Question Response Deadline	October 23, 2026, 4:00pm
Qualification Submission Deadline and Public Bid Opening	November 5, 2026, 2:00pm

2. Documents Referenced

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.

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

3. Uniform Instructions to Offerors

3.1. 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 Addendums 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 Glendale Union High School District.

J. “District Representative” means Sandra Aponte, Director of Purchasing, or their designee.

K. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

L. “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.

M. “Offer” means Bid, Proposal, or quotation.

N. “Offer Deadline” means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.

O. “Offeror” means a person submitting a Proposal in response to a request for proposals.

P. “Proposal” means a response to a request for proposals and includes an Offer to contract with District.

Q. “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.

R. "Responsible Bidder or Offeror" means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.

S. “Responsive Bidder or Offeror" means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.

T. "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 Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

U. “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.

V. “The Solicitation Contact Person” for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation.

W. “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.

3.2. Pre-Offer Inquiries

A. Duty to Examine. It is the responsibility of the Bidder or 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 Bidder or 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 may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.

D. Requests for Exceptions. A Bidder or Offeror may submit to the Solicitation Contact Person a written request for 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 Bidder or Offeror of the decision. Submission of the Bidder's or 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 Bidder or Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or 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. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.

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.

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. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

3.3. 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 mailgram 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 Bidder or Offeror.

All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or 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 a 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 Bidder's or 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. A Bidder or 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 a Bidder or 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 Offer.

H. Tax Identification Numbers. A Bidder or 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 or Request for Proposal, the following documents listed in their order of precedence:
1st Solicitation Addendums
2nd Special Requirements of Solicitation
3rd General Terms and Conditions of Contract
4th Statement of Scope of Work/Specifications
5th Solicitation Attachments and Exhibits
6th Uniform Instructions for Offers
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.

3.4. Submission of Offer

A. Each Offer shall be submitted electronically through OpenGov.

B. Offer Amendment or Withdrawal. The Bidder or 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 a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or 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 Bidder or 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 Bidder or Offeror. By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:

1. The Bidder or 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 Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to 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 Bidder or 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 Bidder or 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 Bidder or 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 Bidder or 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 Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

3.5. Additional Offer Information

A. Late Offers. An Offer submitted after the Offer Deadline shall not be accepted.

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 Bidder or 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 Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

D. Offer Acceptance Period. The Bidder or 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.

3.6. Award

A. Basis of Award. An Award will be made to the Responsible Bidder or Offeror whose Offer is determined to be:

1. For an invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.
   If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

2. For a request for proposal, the Proposal or Proposals 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.
   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.
   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. District 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, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a request for proposal, the Offerors who submitted the most advantageous Proposals 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.

3.7. 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. 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:

• The name, addresses, and telephone number of the interested party;

• The signature of the interested party or its representative;

• Identification of the purchasing agency and the Solicitation or Contract number;

• A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

• The form of relief requested.

4. General 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.

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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:
1st Solicitation Addendums
2nd Special Requirements of Solicitation
3rd General Terms and Conditions of Contract
4th Statement of Scope of Work/Specifications
5th Solicitation Attachments and Exhibits
6th Uniform Instructions for Offers

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 Contact, 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.

4.6. 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.

4.7. FEDERAL and STATE REQUIREMENTS

A. 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.

4.8. 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 $1,000,000
The policy shall be endorsed to include the following specific language: "Glendale Union High School District 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) $1,000,000
The policy shall be endorsed to include the following language: "Glendale Union High School District 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.

4.9. 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.

4.10. 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, **7650 N. 43rd Ave Glendale, AZ 85301**. 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.

4.11. 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, unless otherwise specified in the Special Requirements of Solicitation, if any. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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 Contract. 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.

4.17. 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.

5. Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

5.1. District Owner's Representative

The District has hired TBD who shall serve as the District's Project Manager in coordination with District Personnel.

5.2. Contractors License Requirements

This project will require the contractor to have a B-1 General Contractors License to perform work at this location.

5.3. Contract Term

The award shall commence upon the District's Governing Board approval and execution on the Construction Manger at Risk Contract and General Conditions document by both parties. The contract shall remain in effect through completion of the design phase and construction phase (if applicable). The District will issue a purchase order as notice to proceed.

5.4. Expected Award Timeframe

It is expected that the award for this contract will be made in 60 days. However, no commitment is made to this award date.

5.5. Contract Award

The District shall award a contract for construction-manager-at-risk through a one-step process as defined in A.A.C. R7-2-1110. If a contract for construction services is entered into pursuant to A.A.C. R7-2-1110, construction shall not commence until the school district and contractor agree in writing on either a fixed price that the District will pay for the construction or a guaranteed maximum price for the construction to be commenced. Once the District enters into a contract for pre-construction or construction services, the procurement process is closed.

5.6. Contract Timeline, Schedule and Construction Estimate

The plan is for Construction to begin Summer 2027 and to be completed Summer 2028. However, no commitment is made to this time frame.

5.7. Bonding Capacity

The required minimum single job bonding capacity for this contract shall be $1,000,000 for Category 1 and $250,000 for Category 2. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter.

5.8. Performance and Payment Bond/Bid Security

This Solicitation is for a construction project that is expected to exceed $100,000. Pursuant to the School District Procurement Code, the District requires the following for the Solicitation:

- The vendor agrees to furnish a 100% (including sales tax) Statutory Performance/Payment Bond for all jobs that are $100,000 and over in accordance with ARS34-222 and provide a General Power of Attorney from an insurance company, licensed in the State of Arizona and rated "B+" in Best's Guide, or furnish a letter from the bonding company stating that a bond is being processed and provide the delivery date. Payment will not be made until required bonds have been received.
- A Bidder must provide acceptable bid security for the full stated in the Offer upon award of Contract. Acceptable bid security is a certified or cashier's check or an annual or one-time bid bond issued by a security company authorized to do business in the State and rated "B+" or higher in Best's Guide in the amount of the full price stated in the Offer. An Offer submitted without acceptable bid security is nonresponsive.
- The required bonds must be provided to District within ten (10) days after District issues the Acceptance of Offer and Award of Contract to Contractor. If acceptable bonds are not provided within the ten (10) day period, District may cancel the award of Contract and enforce the bid security. No purchase order shall be issued, no work shall begin, and no payment will be made until acceptable performance and payment bonds are delivered to District.
- The cost of Contractor's performance and payment bonds is a reimbursable expense paid by the District separately from the Contract price. In its Offer, the Bidder shall include the formula that Bidder and its surety will use to calculate the cost of required performance and payment bonds and shall not include the cost of performance and payment bonds in its bid pricing.
- Personal surety bonds are not accepted by the Glendale Union High School District.
- Explain in "Firm's Capabilities" the percentage or formula you use to calculate performance and payment bonds for jobs over $100,000.00. Performance bonds will be required only when a job of $100,000.00 or more is offered.

5.9. Liquidated Damages

Each job will be evaluated for liquidated damages and will be addressed prior to issuing a purchase order. Contractor shall be liable for and shall pay District the sum of $1,000 per day as liquidated damages, and not as a penalty, for each calendar day of delay after the date specified in the Solicitation or any extension thereof granted by District for completion of work until the work is complete. Contractor shall pay liquidated damages to District without limiting District's right to terminate the Contract for default as provided elsewhere herein. District shall grant an extension for completion of work if the work is delayed for an unforeseeable cause beyond the control and without fault of

Contractor and Contractor notifies District in writing immediately in writing of the cause of the delay and provides sufficient information for District to determine whether an extension is justified. The District shall determine whether an extension is justified in its sole discretion.

5.10. Fire Protection

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

5.11. Use and Occupancy

The Owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the Owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the Owner may have against the Contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.

5.12. Barriers

The Contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

5.13. Clean Up

The Contractor, at all times, shall keep the premises free from accumulation of waste materials, rubbish, or debris of every nature resulting from operations, and put site in a neat, orderly condition. Upon completion of the work, remove all waste materials, rubbish, and debris of every nature, from and about the Project, as well as tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the Contractor. Contractor will also be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

5.14. Site Inspection

Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the Contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

5.15. Evaluation of Statement of Qualifications

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

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

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

5.16. Subcontractors

Each bidder shall submit with the bid, a complete list of all subcontractors the bidder proposes to use, if applicable. Failure to submit a subcontractor's list may constitute sufficient grounds on which to reject the bid.

It is the responsibility of the bidder to insure the District that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. The bidder shall supply proof of certification, as stated in this Request for Proposal, for any subcontractors they may retain. This shall be a minimum requirement in evaluating the acceptability of a subcontractor. The District reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.

It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on District property.

Verification that the subcontractors are properly licensed through the State of Arizona will be done prior to making a recommendation to the governing board.

If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the non-responsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.

The contract sum shall not be increased by the difference in cost occasioned by such substitution. If the Contractor refuses to provide an acceptable substitution at the same contract sum, this bid shall be rejected and the next lowest bidder will be considered, the previous low bidder being in default on his bid and no longer eligible for consideration. The rejected bidder's Bid Bond shall, at the District's discretion be subject to forfeiture.

5.17. Safety of Students, Staff & Contractors

To best identify our contractors and sub-contractors on the job site all firms will be required to have their employees and sub-contractors wear vests with a large number on it (this number should be at least 6” tall and visible from a distance). Firms will keep a daily log of each employee and sub-contractor on campus, this log will be checked by the District Inspectors.

5.18. Locating and Marking of Underground Utilities

Locatable utilities

The contractor shall be responsible for contacting the Blue Stake Center for locating and marking of utilities prior to excavating.

Non-Locatable Utilities

The contractor shall obtain any known information about non-locatable utilities in a pre-construction meeting to be conducted a minimum of two (2) days prior to excavating. A District representative or designee shall respond to identify and mark those utilities in a customary manner.

5.19. Final Acceptance

Upon completion, the contractor shall schedule a joint inspection of the completed work for final acceptance. All punch list items generated during the joint inspection shall be completed to the satisfaction of the District before the final payment will be released.

5.20. Final Payment

A. Before the final payment will be released the contractor must complete the following:

1. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
2. Contractor to provide onsite training for maintenance personnel as per District project manager direction.
3. The contractor shall have delivered all required submittals and shop drawings to the District.
4. Project Record Documents
    a. As the work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of prints of the Drawings and Shop Drawings and a copy of the Specifications which are maintained solely for the purpose of this documentation. Keep this record set of Contract Documents and Shop Drawings at the project site for review by the Owner and Architect. Information contained in the record documents shall include, but not be limited to:
        i. Modifications made by Addenda, Change Orders, Construction Changes Directives and Architect's Supplemental Instructions which shall be transferred to the record documents.
        ii. Modifications made to accommodate field conditions.
    b. Upon Substantial Completion of Work, deliver an electronic file to include the complete set of Record Documents including prints, shop drawings and annotated Specifications.

c. Owner's Manual: Prior to final payment, submit an electronic file containing the following required submittals and any others required in other sections, suitably typed, electronically indexed and labeled for ready reference: (Individual file created for each section)

   i. Subcontractors, major suppliers list with companies' names, addresses and telephone numbers.

   ii. Warranties and certifications.

   iii. Affidavit from general and subcontractors on use of asbestos free materials.

   iv. Maintenance/operation instructions and parts list (other than Divisions 15 and 16).

   v. Copy of project Purchase Order.

   vi. Copy of all submittals and shop drawings.

   vii. Copy of Contractors last pay application.

   viii. List of Extra Materials supplied to Owner, signed by Owner's representative.

   ix. Other items required by the Specifications.

5.21. Partial Bids - Unacceptable

The District will not accept partial bids.

6. Special Requirements Federal Requirements

6.1. Federal Funding Requirements (As Applicable)

A. Affordable Care Act: The Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.

B. Buy American Provision: The Offeror will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The Offeror shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

C. Disclosure of Lobbying Activities: Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over $100,000)

D. Certification Regarding Lobbying: Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

E. Certificate of Independent Price Determination: The Offeror admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

F. Civil Rights Compliance: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited

from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

1. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

2. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation: The Offeror will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

H. Contract Work Hours and Safety Standard Act: The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the Offer & Acceptance form, the Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

J. Energy Policy and Conservation Act: The Offeror shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat.871.)

K. Equal Employment Opportunity: The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order

11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. Record Keeping: The books and records of the Offeror pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

M. Invoicing: The Offeror fully discloses all discounts, rebates, allowances and incentives received by the Offeror from its suppliers. If the Offeror receives a discount, rebate, allowance, or incentive from any supplier, the Offeror must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).
No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs. 7CFR§210.21 (f)(2)
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

N. Termination Clause: The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

O. E-Verify Requirement: The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

P. Description of process for enabling vendors to receive or pick up orders upon contract award: Once the District has made the decision to order from an awarded vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to vendor via automated process, based upon the needs of the District. No volume is implied or guaranteed.

Q. Minority & Woman Businesses: When Federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor

surplus area firms are notified of solicitations opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321.

R. Program Regulation (only applies to Food & Nutrition contracts). Offeror shall be in conformance with
applicable portions of the School Food Authority's (SFA) agreement under the program. Offeror will conduct
program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Offeror shall provide products
that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). Offeror's products shall
meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

S. For building projects:

1. Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of $2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

2. Davis-Bacon Act - The OFFEROR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

V. Solid Waste Disposal Act: The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations. The requirements of Section 6002 include (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery, and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

W. Contractor Violation or Breach of Contract Terms: Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when Public Entity expends federal funds, Public Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

6.2. Build America, Buy America (BABA) Act - Waiver Authority

- On November 15, 2021, President Joseph R. Biden Jr. signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).

- Pursuant to Section 70914(c) of the BABA Act, EPA may waive Buy America preference where EPA finds that:

  Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);

  Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or

  Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

7. Scope of Work

The purpose of this Request for Qualifications (RFQ) is to contract with a qualified firm to provide Construction Manager at Risk (CMAR) for Independence High School. The focus of this project will be safety improvements, single-point entry and structural integrity. Possible demolition/remodel of existing Building (s) and Construction of new Building /Classroom. The project is briefly presented in the following paragraphs.

7.1. Project Description

Construction Manager at Risk - General Contracting services for remodel/demolition of existing building (s) and construction of new classroom building.

Independence High School was originally constructed in 1976, with Building 1001 serving as the main building, an approximately 180,000-square-foot academic and food service building with a sub-terranean lower level and an open upper level that has, over the years, been enclosed for security purposes. The campus has since seen multiple additions and renovations, and the parking lots flanking the original building have been reconfigured several times for student, parent, and faculty use. As school-safety best practices have evolved, the original layout of the 1001 building with administration located to the north presents inefficiencies, including no clear single point of entry and multiple points of movement where students sometimes mix with visitor flows, making security challenging. Building on the recommendations of the feasibility study and masterplan exercise, the District has elected to pursue a new Administration Building Addition that realigns spaces to better separate the public and private sides of the campus, establishes a secure single point of entry, and provides appropriate parking adjacencies. This maybe the first phase of a multiple phase/year overall reconfiguration of the Independence High School Campus.

The school site will remain open for normal business throughout the project, with the understanding that accommodation will be needed to ensure minimal disruption to the learning process.

Location: 6602 N 75th Ave., Glendale, AZ 85303

Estimated Budget: $10 Million

Tentative Schedule: Summer 2027- Summer 2028

Substantial Completion: June 2028

Architect of Record: Grace Design Studios

7.2. Pre-Construction Services

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

A. Key Project personnel shall attend regular meetings with the District and Architect to review project status, review design and update the construction cost estimate.

B. Consult with the District, the District Owner's Representative, and Architect regards 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 material, preliminary budgets and possible economies.

D. Prepare and periodically update a preliminary project schedule for the District Owner's Representative and Architect's review and the District's approval. At a minimum, this schedule shall be updated on a monthly basis.

E. The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, Architect and 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 the 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 District will not proceed until the cost estimate is within the specific 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 District and architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal for owner approval.

H. The CM@Risk will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.

I. The firm shall recommend to the District and architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.

7.3. Construction Services

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

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:
   a. Regular job site meetings and minutes.
   b. Maintain daily on-site project log and schedule report.
   c. Oversee quality assurance testing and inspection programs.
   d. Maintain master set of construction documents on site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
   e. Maintain financial project status reports.

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 District as required.

J. Work with architect and/or engineer and District personnel on the project and submit pay request for approval, issue RFI's when necessary, and assist the owner and architect as required for the timely completion of the project.

K. Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.

7.4. Evaluation Process Overview

The District has elected to use the Construction Manager at Risk ("CM@Risk") process for the selection of construction manager to perform pre-construction services and possibly construction services for Remodel of Independence High School while students occupy the site. The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this document.

A. The District **may** interview 3 to 5 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview contractors for selection on the final list, the

committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by the School District Procurement Rules R2-7-1106.

B. The District will then initiate negotiations with the highest ranked firm on the single final list in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top-rated firm, the next highest rated firm will be invited to participate in fee negotiations (this process could be repeated until all short-listed firms have been exhausted). Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

C. Pursuant to the School District Procurement Rules, construction services may not commence until the Glendale Union High Schooland and the CM@Risk have reached an agreement upon the terms of a GMP contract which is awarded by the Governing Board. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

7.5. Selection Committee

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

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

8. Evaluation Phases

8.1. Phase 1 - Initial Statement of Qualifications Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Qualifications and Expertise** • Firm information • Licensing • Organization • Management Plan, Information Management • Method of Approach and Active Campus Construction Strategies	Points Based	400 *(40% of Total)*
2.	**Firm & Projects Experience** • Experience • Comparable Projects over last 5 years (at least 3) • Experience with Concepts for working as a CMAR • Cost estimate sample • Subcontracting plan • Evaluation Survey (Minimum of 3 - Maximum 5)	Points Based	300 *(30% of Total)*
3.	**Current Workload and Personnel** • Current Work • Personnel • Safety program/record	Points Based	200 *(20% of Total)*
4.	**Financial Strength and Bonding Capacity** • Financial statement • Bonding capacity	Points Based	100 *(10% of Total)*

8.2. Phase 2 - Interview, if Applicable (200 points) These criteria shall only be applied to those firms who make the interview short-list phase and will be used to establish the final short-list ranking.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**At this point, each vendor's score will be set to zero. Under these criteria, the committee will consider:** • The overall impression made by the submitting firm regarding their ability to successfully deliver the specified project and address questions asked by the selection committee. • The ability of candidates to present creative solutions to the current environment of the construction industry and the timeline presented. • The ability of the firm to present a "team" profile that will be conducive to project success. • Reference checks will also be factored into this phase of the evaluation. • The ability of the firm to agree to all terms and conditions represented in District contract between Owner and CM@Risk.	Points Based	200 *(100% of Total)*

9. Vendor Questionnaire

OpenGov will block zip files and executable files. Please submit all downloaded forms in PDF format.

9.1. VENDOR QUESTIONNAIRE

If the question requires multiple answers please respond using the corresponding letter, such as A, B, C, etc.

*9.1.1. Responses Submittal "Embedded Attachments or Documents"***

Our firm understands that we are not to embed any documents, links, or references content in another location within the questionnaire, as they will not be accessible or evaluated.

When a document is required to be uploaded, it must be in pdf format and unlocked.

☐ Please confirm

*Response required

9.2. QUALIFICATIONS AND EXPERTISE

*9.2.1. Firm Information - Evaluation Criteria 1**

Name of firm:

Address of principal's office:

Phone:

Fax:

Email:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other)

Year Founded:

Primary Individual to Contact:

*Response required

*9.2.2. Licensing - Evaluation Criteria 1**

A. Jurisdictions and trade categories in which your organization is legally qualified to do business. Indicate registration and license numbers, if applicable.

B. List jurisdictions in which your organization's partnership or trade name is filed.

C. Contractor must have a valid Arizona General Commercial Contractor's license applicable to this project.

*Response required

*9.2.3. Organization - Evaluation Criteria 1***

A. How many years has your organization been in business as a Contractor?

B. How many years has your organization been in business under its present name?

C. List former names your organization has used.

D. If your organization is a corporation, provide the following: Date of Incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, and Treasurer's name.

E. If your organization is a partnership, provide: Date of organization, type of partnership (if applicable), and names of general partner (s).

F. If your organization is individual owned, list the following: Date of organization, name or owner.

G. If the firm or your organization is other than those listed above, describe it and name the principals.

*Response required

*9.2.4. Management Plan, Information Systems - Evaluation Criteria 1***

Present a plan and program for information management, document control, records management, stimulating bidding by and engagement of local trade contractors, project status reporting and project administrative services for our owners and subcontractors.

*Response required

*9.2.5. Method of Approach and Active Campus Construction Strategies -Evaluation Criteria 1***

Describe the firm's overall approach to managing construction activities as the general contractor representative including examples from an active project.

*Response required

9.3. Firm Experience

*9.3.1. Experience - Evaluation Criteria 2***

A. List the categories of work that your organization normally performs with its own forces.
B. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
C. Claims and suits (if the answer to any of the questions below is yes, please explain details below).

- Has your organization ever failed to complete any work awarded to it?
- Are there any judgments, claims, arbitration proceeding or suits pending outstanding against your organization or its officers?
- Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the las five years?

- Have there been any complaints filed with the Registrar of Contractors? Explain those complaints.

D. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization (If the answer is yes, please explain details), when it failed to complete a construction contract?
E. Demonstrate knowledge and working relationships with local subcontractor community.
F. Previous and current experience with School Districts.

*Response required

*9.3.2. Comparable Projects over last 5 years (completed projects at least 3) - Evaluation Criteria 2***

List major new construction projects (particularly educational facilities) constructed by your organization over the last 5 years. Please identify the following for each project:

- Key staff from your firm assigned to the project (indicate if they are being recommended on this project).
- Name and location of the project.
- Manner in which your firm was selected.
- The nature of the firm's responsibility on the project.
- Name, address, email, and telephone number of the owner.
- Name, address, email, and telephone number of the architect.
- Name, address, email, and telephone number of project owner's representatives.
- The service you provided (general contractor with bid selections, construction manager with qualification selection and GMP, etc.)
- Scheduled and actual completion date of the project.
- Size of project-provide cost and square feet.
- Any variations from the GMP initially proposed to the owners and reasons for variations.
- Amount of contingency returned to the owner at completion.

*Response required

*9.3.3. Experience with Concepts for working as a Construction Manager at Risk - Evaluation Criteria 2***

A. Describe your organization's concepts for working in a team relationship with the "Owner and Architect" during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Explain which (one or

more) of those projects listed above
best exemplify these concepts and experiences.

B. Savings/Contingencies

Describe recent projects (educational preferred) and how disposition of savings and contingencies were handled after project completion.

C. Cost Information

Does your firm make all cost information, during a design and construction, available to the owner and the architect?

D. Guaranteed Maximum Price

Describe how your firm would propose establishing the GMP for the project and at what stage of completion of design. Describe how your firm proposes to work as an owner's representative during pre-construction services and then, as the project is converted to a GMP, as the General Contractor and how the firm will prevent any conflict of interest decisions that would be in the firms favor.

*Response required

*9.3.4. Cost Estimate Sample - Evaluation Criteria 2***

Attach a sample conceptual cost estimate prepared during the design phase of a project and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity may be concealed; the intent is to see the nature and format.) Explain how you will charge for services provided in preconstruction phase.

*Response required

*9.3.5. Subcontracting Plan - Evaluation Criteria 2***

Please provide a complete description of the method and approach used to select subcontractors.

*Response required

*9.3.6. Evaluation Survey- Evaluation Criteria 2***

Please download the evaluation survey provided and send it to a minimum of three(3) and a maximum of five (5) references. References should complete the survey and return the form to the District contact identified on the form (Sandra.Aponte@guhsdaz.org)

- IHS_CMAR_Evaluation_Survey_...

9.4. Current Work and Personnel

*9.4.1. Current Work - Evaluation Criteria 3***

List the Major construction projects your organization has in progress. Provide the following for each project:

- Key staff from your firm assigned to the project (indicate if they are being recommended on this project).
- Name and location of the project.
- The manner in which your firm was selected.
- The nature of the firm's responsibility for the project.
- Name, address, email, and telephone number of the owner.
- Name, address, email, and telephone number of the architect.
- Name, address, email, and telephone number of the project owner's representative.
- The service you provided (general contractor with bid selection, construction manager with qualification selection and GMP; etc.)
- Size of project-provide cost and square feet.
- Percent complete and scheduled completion date.

*Response required

*9.4.2. Personnel - Evaluation Criteria 3***

Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project. It should be understood that it is the intent of the District to insist that those indicated as the projects team in this RFQ response actually execute the projects. Describe the capabilities of your staff to provide the technical services required for: optional analysis, design review, budget estimating, value engineering, life cycle cost analysis, construction scheduling, constructability analysis, cost control, and quality control.

*Response required

*9.4.3. Personnel Resumes - Evaluation Criteria 3***

Provide a resume for each individual. Include an organizational chart including office staff and onsite staff.

*Response required

*9.4.4. Safety Program/Record - Evaluation Criteria 3***

Please include information regarding your organization's safety record and program. Provide your firm's interstate experience modification rate for the past 3 years, note number of OSHA recordable cases, lost workdays, restricted workdays and fatalities in the last 3 years. Estimate approximate number of employee hours worked by your firm in these 3 years. Include information on your written safety program and how you manage safety on the job site.

*Response required

9.4.5. Safety Program / Record

If you have a printed Safety plan you can upload a copy here.

9.5. Financial Strength and Bonding Capacity

*9.5.1. Financial Statement - Evaluation Criteria 4***

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities.

Please mark as confidential.

*Response required

*9.5.2. Bonding Capacity - Evaluation Criteria 4***

Provide a letter from your bonding agency describing your current bonding capacity.

*Response required

9.6. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

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

Explanatory Note: The purpose of this question is to confirm the Bidder's or 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 form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether Glendale Union High School District (also referred to as 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 or in the additional pages attached hereto. As used in this form, "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

*9.6.2. Exception Requested**

If you requested an exception under the Acknowledgement and Acceptance of Terms and Conditions of the Solicitation, please clearly explain the requested exception/deviation. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your proposal from consideration for award. Glendale Union High School District shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

Enter N/A if this does not apply

*Response required

9.7. Request for Confidentiality of 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 or Bidder 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.

*9.7.1. Request for Confidentiality of Proprietary Information **

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.

Enter N/A if this does not apply

*Response required

9.8. ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

ATTENTION: Architects, Engineers, Consultants, Contractors, Sub- contractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Glendale Union High School District. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not

complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to Sandra Aponte at (623) 435-6020.

Solder and paint with any amount of lead is no longer authorized, and will not be used in any District projects.

HOLD HARMLESS: Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and will comply.

*9.8.1. Asbestos and Hazardous Material Statement**

Confirm that you will comply with the ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

☐ Please confirm

*Response required

9.9. Non-Collusion Affidavit

*9.9.1. Non-Collusion Affidavit**

You the Vendor do confirm that your persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

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

☐ Please confirm

*Response required

9.10. Offer and Acceptance

*9.10.1. OFFER AND ACCEPTANCE FORM**

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Glendale Union High School District:

The Offeror, by its undersigned representative, hereby submits its Offer to this Solicitation, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials

and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District.

In accordance with Federal requirements the offeror certified the following:

Disclose of Lobbing Activities, Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352

Certification regarding Lobbying, Pursuant to 31 USC 1352

Debarment, Suspension, Ineligibility and Voluntary Exclusion

*Response required

*9.10.2. Offer and Acceptance Form**

Please download the below documents, complete, and upload.

- Offer_and_Acceptance_Form.pdf

*Response required

9.11. Requested Forms

Please complete the following downloadable forms and upload them in their respective questions.

*9.11.1. W-9**

Please upload your complete W-9 here

*Response required

*9.11.2. Certificate of Insurance (COI)**

Please upload your complete COI here

*Response required

9.12. Data Verification Questions

These questions will be utilized to confirm information you provide

*9.12.1. System Award Management Verification**

Please enter your company's Legal Name and/or dba Name:

*Response required

*9.12.2. Arizona Corporation Commission**

Please enter your company's Legal Name and/or dba Name:

*Response required