

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS (RFQ) NUMBER: 2025 - 01

MATERIAL AND/OR SERVICE: Design-Build Construction Services - Marisol Ranch Elementary School

RFQ DUE DATE: April 30, 2025 - TIME: 2:00 PM MST

RFQ QUESTIONS DUE: April 15, 2025 – 2:00 PM MST
Direct to Dr. Angelou via email at aangelou@nadabugsd.org

PRE-CONFERENCE (UPON REQUEST): April 23, 2025 - TIME: 2:00 PM MST
Nadaburg Unified School District 81
Administrative Office
32919 Center Street
Wittmann, AZ 85361

SOQ SUBMITTAL LOCATION: April 30, 2025 – 2:00 PM MST
Nadaburg Unified School District 81
Administrative Office
32919 Center Street
Wittmann, AZ 85361

INTERVIEWS/PRESENTATIONS: Tuesday, May 6, 2025, at 12 pm MST

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, Statements of Qualifications (SOQ) for the materials or services specified will be received by the Nadaburg Unified School District No. 81 (“District”), at the above specified location, until the time and date cited. SOQ received by the correct time and date shall be opened and the name of each Offeror shall be publicly read and recorded. All other information contained in the SOQ shall remain confidential until award is made. Faxed or emailed SOQ are not acceptable.

NOTE FOR CLARIFICATION OF TERMS: The District is extending the RFQ (Request for Qualifications) to all interested Offerors, and the Offerors will provide the SOQ (Statement of Qualifications) to the District. For the purposes of this document, RFQ and SOQ are referring to both sides of the transaction, respectively.

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a SOQ not properly addressed or identified. SOQ shall be in the actual possession of the Purchasing Department on or prior to the exact time and date indicated above. The official time will be determined by the clock designated by the school district. **Late proposals shall not be considered.**

The SOQ must be submitted in a sealed envelope/package with the RFQ number and the Offeror’s name and address clearly indicated on the envelope/package. All SOQ must be written legibly in ink or typewritten. Additional instructions for preparing a SOQ are provided herein.

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

Contact: Dr. Aspasia Angelou Phone Number: 623-250-7747

Title: Superintendent Fax Number: 623-388-2915

Email: aangelou@nadaburgsd.org Date: March 31, 2025

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DOCUMENTS REFERENCED:

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

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

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at <http://www.azsos.gov/rules/arizona-administrative-code>

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract Amendment”** means a written document signed by the District Representative that is issued for the purpose of making changes in the Contract.
- C. **“Days”** means calendar days shall be computed pursuant to A.R.S. § 1-243.
- D. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- E. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- F. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- G. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- H. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting its SOQ. Lack of care in preparing a SOQ shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Statement of Qualifications and not be opened until after the RFQ due date and time.
- D. Timeliness. Any inquiry shall be submitted in writing as soon as possible and by the due date and time listed for inquiries. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Submittal Conference. If a pre-submittal conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting the appropriate solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: A SOQ shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. A Statement of Qualifications shall be typed in ink. Erasures, interlineations or other modifications in the SOQ should be initialed in ink by the person signing the Offer. Corrections shall not be permitted after SOQ have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the SOQ shall be submitted in a clearly identified separate section of the SOQ in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the SOQ may negatively affect the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

- E. Cost of Statement of Qualifications Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- F. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- G. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- I. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the District will conclude that the price(s) offered includes all applicable taxes. Payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- J. Disclosure. If the firm, business, or person submitting this SOQ has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the SOQ. The Offeror shall include a letter with its response setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - a. Amendments
 - b. Special Instructions, Terms and Conditions;
 - c. Uniform General Terms and Conditions;
 - d. Scope of Work/Specifications;
 - e. Attachments;
 - f. Uniform Instructions to Offerors
- L. Delivery. Where applicable, unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Statements of Qualifications

- A. Sealed Envelope or Package. Each SOQ shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a SOQ and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

- B. Electronic Submission. If determined by the District that electronic submission of SOQ is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the solicitation. Unless otherwise instructed, a facsimile or electronically submitted proposal shall be rejected.
- C. Statement of Qualifications Amendment or Withdrawal. An Offeror may modify or withdraw a SOQ in writing at any time before SOQ opening if the modification or withdrawal is received before the RFQ due date and time at the location designated in the solicitation. A SOQ may not be amended or withdrawn after the RFQ due date and time except as otherwise provided under R7-2-1044 and R7-2-1049.
- D. Public Record. Under applicable law, all SOQ submitted and opened are public records and must be retained by the School District. SOQ shall be open to public inspection after Contract award, except for such Statement of Qualifications deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its SOQ contains trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears.

Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 - 3. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
 - 4. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

5. Additional Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.

- C. Disqualification. A SOQ from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. Offer Acceptance Period. An Offeror submitting a SOQ under this Solicitation shall hold its offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the offer acceptance, the number of days shall be ninety (90).
- E. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Statement of Qualifications or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form unless another method of contract formation is specified in the Solicitation. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the District Superintendent signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance. Final acceptance will be contingent upon the approval of the Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code, A.A.C. R7-2-1141 through R7-2-1153, which are publicly available at https://apps.azsos.gov/public_services/Title_07/7-02.pdf. Protests shall be in writing and be timely filed with the District Representative, Dr. Aspasia Angelou, Superintendent

- A. A protest shall include:
 - 1. The name, addresses, and telephone number of the interested party
 - 2. The signature of the interested party or the interested party's representative;
 - 3. Identification of the purchasing agency and the Solicitation or Contract number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and 5. The form of relief requested.
 - 6. The interested party shall supply promptly any other information requested by the district representative.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

- C. In cases other than those covered in Section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, A.R.S. §15-213, and its implementing rules, A.A.C. Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. A.A.C. R7-2-108, the School District shall be entitled to audit the books and records of the Contractor and any to the extent related to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years after completion of the contract and by the subcontractor for a period of five years after completion of the subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the

School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the District.

3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the District. The District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the District.
- A. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The District will make reasonable efforts to secure such funds.

4. Contract Changes

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

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Superintendent or designee. The Superintendent shall not unreasonably withhold approval.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by law, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification – Construction and design professional contracts.
 - 1. Pursuant to A.A.C. R7-2-1087(l), any covenant, clause or understanding in, collateral to or affecting a construction contract or subcontract or a design professional services contract or subcontract that purports to indemnify, to hold harmless or to defend the promisee of, from or against liability for loss or damage resulting from the negligence of the promisee or the promisee’s agents, employees or indemnitee is against the public policy of this state and is void. Notwithstanding this subsection, a contractor responsible for the performance of a construction contract or subcontract may fully indemnify a person, firm, corporation, state or other agency for whose account the construction contract or subcontract is not being performed and that, as an accommodation, enters into an agreement with the contractor that permits the contractor to enter on or adjacent to its property to perform the construction contract or subcontract for others.
 - 2. A design professional that provides work, services, studies, planning, surveys or other preparatory work in connection with a public building or improvement shall indemnify and hold harmless the school district or property owner, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such design professional or other persons employed or used by such design professional in the performance of the contract or subcontract.
 - 3. If any provision or condition contained in this Section conflicts with any provision of a School District contract with the federal government, such provision shall not apply to any construction contract or subcontract, or design professional services contract or subcontract to the extent such conflict exists, but all provisions of this Section with which there is no such conflict, shall apply.
 - 4. For purposes of this Section, the definitions in A.A.C. R7-2-1087 shall control.
- D. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

E. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.
2. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
3. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
4. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
5. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

F. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for two (2) years, five (5) years on HVAC compressors and 20 years on roof, after acceptance by the School District of the materials or services, they shall be:
 1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District's Contractual Remedies

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

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the District under this Contract are not exclusive.
 - D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
 - E. Right of Offset. The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Employment and Gratuities. The District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 1. In addition to the rights reserved in the Uniform Terms and Conditions, the District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in

performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in re-procuring the materials or services.

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

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and A.A.C. R7-2-1155 through R7-2-1185 and rules adopted there under.

10. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant backup services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

11. Contractor's Employment Eligibility

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

- A. District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
- B. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

12. Israel Boycott Divestments

Per A.R.S. § 35-393.01, the District is prohibited from entering into a contract with a value of \$100,000 or more with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

14. Fingerprint and Background Checks

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

- A. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- B. Additionally, contractor shall comply with the governing board fingerprinting policies of the District.

15. Registered Sex Offender Restriction

Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

16. Affordable Care Act

Contractor shall be solely responsible for adherence to all requirements regarding the employment of Contractor employees, including but not limited to furnishing Contractor employees with medical coverage that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act (ACA) if Contractor employees are full time employees as defined by the Act. The Contractor employee portion of the premium for the medical insurance will not exceed 9.5% of the Contractor Employee's W-2 wages, as reflected in Box 1 of the W-2 form. Contractor agrees it is solely responsible meeting its responsibilities under the ACA with respect to Contractor employees.

17. Clarifications

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

18. Anti-Lobbying

Contractor shall comply with the provisions of Section 1352 of Title 31 U.S. Code, as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, which prohibits Federal funds from being expended by a recipient or an lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal Contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. Contract shall be required to complete the Certification for Federalaid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3), which shall be maintained by the District.

19. Forced Labor of Ethnic Uyghurs Ban

Pursuant to A.R.S. § 35-394, unless exempt, Contractor is required to provide written certification that Contractor **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;

- Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.

If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the District within five business days after becoming aware of the noncompliance. Contractor’s failure to provide written certification to the District that it has remedied the noncompliance within one hundred eighty days of its notice to the District shall automatically terminate the contract if the contract has not already terminated.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. PURPOSE: Pursuant to provisions of the School District Procurement Rules, the Nadaburg Unified School District No. 81 intends to award a contract for Design-Build Construction Services for the Marisol Ranch Elementary School Project at the Marisol Ranch Elementary School as further identified in the Scope of Work.

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

3. PRE-CONFERENCE (Upon Request): Contractors/Architects will have the opportunity to meet with the leadership team and ask questions about design priorities via zoom or in person. Contractors will have an opportunity to schedule a zoom meeting or meet at the District administrative office to collaborate and learn more about the priorities of stakeholders that will inform design.

4. RFQ MODIFICATION: The District will not be responsible for Offerors adjusting their SOQ based on oral instructions by any member of the District staff or contracted consultants or agents. Request for Qualifications (RFQ) shall be modified by issuance of a solicitation amendment by the Purchasing Department.

5. INQUIRIES: All questions related to this solicitation shall be in writing. *Direct all inquiries to Dr. Aspasia Angelou, Superintendent via email no later than April 15, 2025 – 2:00 PM MST (Direct to Dr. Angelou via Email: aangelou@nadaburgsd.org)*

6. Offerors shall not contact or ask question of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible.

7. LATE SUBMITTALS: An SOQ submitted after the exact due date and time as listed on the cover of this document shall be rejected, except as provided in the School District Procurement Rules. An Offeror submitting a late SOQ shall be so notified. Late SOQ shall only be returned at the vendor’s request and cost, otherwise the late SOQ may be discarded thirty (30) days after the date of the late notice. The Offeror assumes responsibility for delivery of the SOQ on time at the place specified, whether sent by mail or delivered in person. SOQ sent via telephone, telegraph, facsimile or email will not be accepted. The official clock for determining the time shall be that utilized by the Purchasing Department at the place SOQ are received and stamped.

8. SOQ OPENING: SOQ shall be opened publicly on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read and recorded at this time. All offers and any modifications and other information received in response to the RFQ shall be shown only to authorize District personnel having a legitimate interest in the evaluation. After contract award, the qualifications and evaluation document shall be open for public inspection.

9. CONTRACT TYPE: The District will utilize the standard American Institute of Architects (AIA) Agreement Between Owner and Design-Builder (design-build contract) and related contracts, the final terms of which shall be negotiated by the parties. This RFQ document, any solicitation amendments issued, the firm's SOQ, and the final AIA contracts between the District and the successful firm will become the controlling contract documents for this procurement. The District reserves the right to elect separate contracts for preconstruction services and design services during the design phase, and for construction and design services during the construction phase.

10. TERM OF CONTRACT: The award shall commence upon the District's Governing Board approval and execution of a mutually agreeable design-build contract by both parties. The contract shall remain in effect for the period stated in the contract documents. The District will issue a purchase order as notice to proceed.

11. AWARD: The District shall award a single design-build contract as provided in A.A.C. R7-2-1110 and in accordance with the Selection Process outlined in this RFQ. Construction shall not commence until the school district and contractor agree in writing on either a fixed price that the school district will pay for the construction or a guaranteed maximum price for the construction to be commenced. Once the school district enters into a design-build construction services contract, the procurement process is closed.

12. LICENSES: Contractor shall maintain in current status all federal, state and local licenses, certificates, permits and like requirements required by the operation of the business conducted by the contractor.

13. CONTRACTOR LICENSE LAW: Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. All work performed by the design team will require stamped Architectural/Engineering Construction Documents, Specification, Calculations and Clarifications required during construction. Design of Structural, Civil, Mechanical and Electrical systems must be by a licensed Engineer with current registration in Arizona. Design of Architectural systems must be by a licensed Architect with current registration in Arizona.

14. INSURANCE: The Contractor and any subcontractors, consultants, or subconsultants, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor its agents, representatives, employees, sub consultants, subcontractors and such other related parties.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The District in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representative, employees, or sub consultants. The design-builder is free to purchase such additional insurance as may be determined necessary.

Contractor will provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

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

General Aggregate	\$10,000,000
Products-Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury	\$10,000,000
Each Occurrence	\$2,000,000
Maximum Deductible	\$2,000

Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 Combined Single Limit (CSL) \$2,000,000

Workers Compensation and Employers Liability

Workers Compensation Statutory
 Employers Liability
 Each Accident \$ 500,000
 Disease – Each Employee \$ 500,000 Disease – Policy Limit \$ 1,000,000
 Policy shall contain waiver of subrogation endorsement in favor of the District.

SUBCONSULTANT INSURANCE

Contractor’s certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Contractor, however, subconsultants limits of liability shall not be less than \$1,000,000 per occurrence / \$10,000,000 aggregate.

14. O.S.H.A. GUIDELINES: The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act. For all operations requiring the placement and movement of the Contractor’s equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public or District personnel.

15. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards. The Contractor shall provide barriers, as required, to prevent public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

16. BID SECURITY: The Contractor is required to submit bid security in the form and amount required by R7-2-1102.

17. PERFORMANCE BOND: The Contractor shall be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Nadaburg Unified School District No. 81 binding the contractor to provide faithful performance of the contract pursuant to A.R.S R7-2-1103.

Performance security shall be in the form of a performance bond, certified check or cashier’s check. This security must be in the possession of the District on or at the same time as execution of a contract for a fixed price or a guaranteed maximum price for the construction services. If the Contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

18. PAYMENT BOND: The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100.00% of the total contract price and be payable to the Nadaburg Unified School District No. 81.

Payment security shall be in the form of a payment bond, certified check or cashier's check as provided in A.R.S. R7-2-1102(C).

All payment bonds must be executed on forms substantially equivalent to the payment bond form included with this solicitation pursuant to A.R.S. R7-2-1103.

19. WARRANTY: The Contractor's warranty obligation shall be for two (2) years from Final Completion, five (5) years on HVAC compressors and 20 years on roof, except for such greater period as may be required by the technical specifications.

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

A. Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

B. If key personnel are not available for work under this contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

SCOPE OF WORK

1. Purpose: The Nadaburg Unified School District Number 81 (District) is requesting interested Design-Build Teams to submit, in writing, their qualifications to provide design-build services for the Marisol Ranch Elementary School K-8 project (SFD Project 070381000-9999-012N)

2. Project Description: This project scope of work includes all design and engineering services, FFE coordination, provisions of construction documentation, construction management, bidding, construction, and related services to construct a 73,920 square feet new school facility to be completed by July 01, 2027.

3. Overall Budget - Marisol Ranch Elementary School K-8 project (SFD Project 070381000-9999-012N):

Original cost per SF - \$331.61

Original formula amount - \$24,660,451

New formula amount reflects a 3.88% increase approved by the JLBC at its 12/13/24 meeting.

Updated cost per SF - \$346.55 Updated formula amount - \$25,616,976 (formula increase \$956,525)

The conceptual design for the new school will be informed by the priorities identified during the design sessions focused on human-centered design and facilitated by Dr. Aspasia Angelou, Superintendent. The design sessions include input and feedback from various school stakeholders.

Pre-Construction Services Start Date:	May 2025
Construction Start Date:	November 2025
Completion Date:	July 1, 2027
Estimated Budget:	Not to Exceed \$25,616,976 (includes all design and engineering services, FFE coordination, provisions of construction documentation, construction management, bidding, construction, and related services)

4. Project GMP: The Scope of Services to be provided by the successful Offeror shall include those services as required to complete the project. The successful Offeror shall provide all preconstruction and design services, and construction and design services necessary to complete the requirements outlined under the project and meet all dates and budgets. The Offeror may deem it necessary to include consultants as part of the Offeror's Design-Build Team in order to provide all services. The Offeror at some point prior to construction shall assume the risk of delivering the project through a guaranteed maximum price (GMP) contract. The construction firm shall be responsible for construction means and methods and shall be required to solicit bids from prequalified subcontractors to perform the work utilizing the subcontractor selection process submitted.

3.1 Pre-Construction Services to be provided by the contractor may include, but are not limited to the following: □

Provide detailed independent cost estimating and knowledge of marketplace conditions

- Provide project planning and scheduling
- Provide value engineering and constructability review
- Provide for construction phasing and scheduling that will minimize disruption
- Advise District of ways to gain efficiencies in project delivery
- Provide recommendations on long lead procurements items and initiate procurement
- Select subcontractors/suppliers for this project per the subcontractor selection plan submitted
- Coordinate project schedule with District, Architect, regulatory agencies
- Prepare GMP, provide all cost/estimating information to District

3.2 Design phase services to be provided by the contractor may include, but are not limited to the following:

- The Design-Builder is responsible for design quality.
- The Owner holds the ultimate approval and disapproval authority.
- The Design-Builder will provide The Owner with draft design plans for review and approval to confirm that the design work complies with the requirements of the Contract Documents.
- The Design-Builder will provide The Owner with building options that maximize long-term energy efficiency to include insulated concrete forms construction.
- The Design-Builder shall be responsible to satisfy all such requirements and acknowledge that the District maintains the right to disapprove any design approach that it is not in compliance with the requirements of the Contract Documents and Referenced Documents unless said approach was previously approved in writing by The Owner.
- Participate in program development and making recommendations for various solutions to meet Owner's needs
- Participate in program development and/or refinement of existing programming and making recommendations for various solutions to meet Owner's needs.
 - a) Advise the District of ways to gain efficiencies in all aspects of the project.
 - b) Innovation in design.
- Provide schematic and design development drawings, including compliance requirements for all state and local building codes. The design drawings shall consider Owner Design Guidelines and Technical Standards for construction and operation of the completed facility.
 - a) Advise the team on choosing sustainable building materials and suppliers
 - b) Provide alternate systems evaluation and constructability studies;
 - c) Provide long-lead procurement studies and initiate procurement of long-lead items.
 - d) Prepare construction documents, including detailed specifications and drawings.
- Provide detailed cost estimating and knowledge of marketplace conditions.
- Coordinate FFE
- Determine construction phasing and scheduling to minimize interruption to district operations.
- Provide project planning and scheduling.
- Assist with the development of budgets and schedules.
- Assist with pre-construction conferences.
- Develop guaranteed maximum price for the project.
- Participate with the Owner in a process to set goals and prequalification meetings for subcontractor participation.

- a) Attendance at proposal openings, analysis of proposal documents and preparation of results.
 - b) Bid award, and manage all construction related contracts while meeting the District bid requirements including Subcontractor participation goals.
- Protect the Owner's expectations of quality and safety, and sensitivity to environmental factors.
 - Obtain all required Owner, State and Federal permits prior to construction starting.
 - Any other services as required by contract or Nadaburg USD #81 Design Guidelines and Technical Standards such as, but not limited to:
 - Conform to all current state and local design criteria including any requirements from federal loan programs. These current standards include but are not limited to the following current codes:
 - Plumbing
 - Mechanical
 - Electrical
 - OSHA
 - Arizona State DFCM Student Housing design guidelines
 - Arizona State Fire Marshal
 - National Electric Code, Uniform
 - Mechanical Code
 - ADA Act Title III, 2011: ADAAG
 - HUD Housing requirements
 - City of Surprise zoning requirements
 - Specific requirements listed in this RFP

3.3 Construction phase services to be provided by the contractor may include, but are not limited to the following:

- Construct renovations per project plan
- Coordinate with District, architect, municipalities, utilities and sanitarian
- Arrange for procurement of material and equipment
- Schedule and manage site operations
- Projects based on open book
- Bid, award and manage all construction related contracts and subcontracts
- Provide quality control
- Bond and insure construction
- Meet all federal, state, Arizona State University and local requirements
- Maintain a safe work site
- Deal timely and effectively with owner and architect issue
- Coordinate special consultants and/or testing lab services as required
- The Design team will be required to provide site observation during construction and be present for project closeout/punch list activities.

If during the course of the design, the Design-Builder determines specific Standard, Specification or Reference Documents required are not listed herein, it is the responsibility of the Design-Builder to identify the pertinent Standard, Specification or Reference Document and submit to the Owner for review and approval prior to inclusion in the Contract Documents.

SELECTION PROCESS

The District has elected to use the Design-Build Construction Services process for the selection of a construction manager to enter into a single design-build contract for pre-construction services and construction services for the Marisol Ranch Elementary School Project. The District shall ensure that the selection committee members are competent to serve on the selection committee. The selection committee shall remain the same throughout the entire evaluation process. The selection committee shall consist of not less than five and no more than seven members as follows:

- District Administrators/Employees
- Senior Management employee of a licensed contractor
- Architect or Engineer who is registered pursuant to A.R.S. § 32-121

The District's selection committee shall determine the persons or firms to be interviewed by evaluating the statements of qualifications and performance data that are submitted in accordance with the evaluation criteria set forth in this solicitation.

The selection committee will select three but no more than five firms to be interviewed based solely on the criteria and relative weights listed in the Format and Evaluation Criteria section of this RFQ. The selection criteria and relative weight to be used by the selection committee for the interview process will be distributed to the firms to be interviewed before the interviews are held. The selection committee shall rank the interviewed firms in order to create the single final list of at least three and not more than five firms. The selection committee will select the firms on the single final list and their order on the single final list solely through the results of the interview process. Nadaburg USD #81 may interview the following critical team components from each of the shortlisted firms:

- a. The Preconstruction Manager
 - b. The Project Manager
 - c. The Architect
 - d. The Site Superintendent
 - e. The Estimator

The selection committee will interview individuals separately (but also reserves the right to interview as a group). The District may also request additional information prior to interviews (such as a list of similar past projects, a detailed project schedule, resumes, etc.). No other individuals (from the Contractors organization) will be allowed to sit in or participate during the interviews. If awarded the project, all interview statements will become part of the final contract. **Important Note:** All proposed team members must be available in person for interviews on the date specified in this solicitation. No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final contract.

The District shall enter into negotiations with the highest ranked firm on the final list. The negotiations shall include considerations of compensation and other terms that the District determines to be fair and reasonable to the District. In making that determination, the District will take into account the estimated value, the scope, the complexity and the nature of the construction services to be rendered. If an agreement establishing fair and reasonable compensation, contract requirements, and contract documents cannot be reached in a timely manner, as determined by the District with the highest qualified firm, the District shall formally terminate negotiations with that firm. The District shall then undertake negotiations with the next highest qualified firm on the final list in sequence until an agreement is reached or a determination is made to reject all firms on the final list. The District will not recommence negotiations with any firm with whom the District has terminated negotiations.

Pursuant to Arizona Revised Statutes and the School District Procurement Rules, construction services may not commence until the District and the design-builder have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract which is awarded by the Governing Board. Negotiation of a GMP shall not occur until the District enters into a written contract for preconstruction services under which the District agrees to pay a fee for preconstruction services as agreed to by the District and contractor. Following the failure to agree upon a GMP, the District may use any and all materials developed during the term of the preconstruction services.

PROPOSED SELECTION SCHEDULE:

REQUEST FOR QUALIFICATIONS (RFQ) NUMBER: 2025 - 01

MATERIAL AND/OR SERVICE: **Design-Build Construction Services - Marisol Ranch Elementary School**

RFQ DUE DATE: April 30, 2025 - TIME: 2:00 PM MST

RFQ QUESTIONS DUE: April 15, 2025 – 2:00 PM MST
Direct to Dr. Angelou via email at aangelou@nadabugsd.org

PRE-CONFERENCE (UPON REQUEST): April 23, 2025 - TIME: 2:00 PM MST
Nadaburg Unified School District 81
Administrative Office
32919 Center Street
Wittmann, AZ 85361

SOQ SUBMITTAL LOCATION: April 30, 2025 – 2:00 PM MST
Nadaburg Unified School District 81
Administrative Office
32919 Center Street
Wittmann, AZ 85361

INTERVIEWS/PRESENTATIONS: Tuesday, May 6, 2025, at 12 pm MST

Governing Board Approval for Pre-Construction Services: Tentatively scheduled for May 14, 2025

SUBMITTAL REQUIREMENTS

1. General

- 1.1. All interested and qualified Offerors are invited to submit a Statement of Qualifications (SOQ) for consideration. Submission of a SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have been satisfied.
- 1.2. The SOQ must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- 1.3. All SOQ and materials submitted become the property of the District.
- 1.4. The District will not provide any reimbursement for the cost of developing or presenting SOQ in response to this RFQ. SOQ shall contain all of the information specified herein and shall be submitted in the specified organizational format. If in the judgment of the District any section is absent or incomplete, or if the organizational format is not as specified, the District reserves the right to reject the SOQ.

2. Proposal/SOQ Submittal

- 2.1. **One (1) original and seven (7) copies** (total of eight sets) of your SOQ should be submitted. The original should be marked, "ORIGINAL" and the copies should be marked "COPY". All SOQ should be submitted with Tabs for each section.
- 2.2. Due to the offeror's time and cost in preparing the required submittals, along with the challenge of thoroughly reading and evaluating these documents, **the District will limit the total number of pages to 25 single-sided, 8-1/2" x 11"**.
 - References, organization charts, pages with photos and graphs will be counted towards the maximum number of pages.
 - Documents that will not be considered in this total are resumes, financial statements, bonding information and insurance certificates.
 - Front and back covers, table of contents pages and tabbed divider pages will not be counted if they do not contain submittal information.
 - The maximum page limit does not include the supplemental forms that are to be submitted:

- **RFQ Cover Page and Checklist**
- **Offer & Acceptance Page**
- **Qualification Form**
- **Confidential/Proprietary Submittals Form**
- **Non-Collusion Affidavit**
- **Performance Bond Form**
- **Payment Bond Form**
- **Asbestos and Hazardous Material Statement**
- **Forced Labor of Ethnic Uyghurs Ban**
- **Past Performance Information**
- **Amendments (if executed)**

FORMAT AND EVALUATION CRITERIA

The Design-Build Construction Services Team will be selected through a qualifications-based selection process. Firms interested in providing design-build services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

Total Points Available: 100

1. Firm Information, Capabilities and Qualifications (Tab 1 - 15 Points)

- 1.1. Provide a general description of the firm and/or project team that is proposing to provide design-build services. Include contact information for the firm and the form of business organization (Corporation, Partnership, Individual, Joint Venture, other).
- 1.2. List the Arizona professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.
- 1.3. Provide a statement from an "A-" or better surety company addressing your firm's current bonding availability and capacity.
- 1.4. List any judgment or liens against the firm within the last three years.
- 1.5. List any current unresolved bond claims against the firm.

- 1.6. List any deficiency orders issued against the firm by the Arizona Registrar of contractors within the last three years.
- 1.7. List any filing under the United States Bankruptcy Code, assignments for the benefit of creditors or other measures taken for the protection against creditors during the last three years.
- 1.8. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.
- 1.9. Provide detail regarding any liquidated damages ever assessed by an owner for late completion of a project within the past five years.

2. Current Workload (Tab 2 – 15 Points)

- 2.1. List the construction projects your firm has in progress. Please include the name, location, status (pre-construction or construction) and anticipated completion date of each project.
- 2.2. Describe your firm's capability and manpower to complete the Marisol Ranch Elementary School on schedule. Include proposed project duration for the project.

3. Method of Approach, Subcontractor Selection Plan and Safety Plan (Tab 3 – 30 Points)

- 3.1. Describe your understanding of the project scope and how the design-builder team plans to approach and coordinate the Marisol Ranch Elementary School.
- 3.2. Describe any major issues your team has identified on the project defined herein and how you intend to address those issues.
- 3.3. Describe the various pre-construction services offered for this project.
- 3.4. Describe firm's approach and philosophy working at an active site with students and staff.
- 3.5. Describe the firm's project management approach including schedule adherence, cost savings and managing change orders.
- 3.6. Describe how your firm creates and promotes a culture of safety.
- 3.7. Identify and list any value-added options that may apply to this project. Each idea should identify the impact that the value-added option has to the project. Prior to award, District will determine if the value-added items will be accepted or rejected.
- 3.8. Submit your firm's subcontractor management plan to include the following:
 - Selection of subcontractors using both qualifications and cost as a selection approach and not cost alone (the District requires that at least three to five subcontractors shall be solicited for all work including self-performed work).
 - Subcontractor recruitment.
 - Controversies and claims related to work performed by subcontractors.

4. Related Work Experience (Tab 4 – 20 Points)

- 4.1. Identify a minimum of five most recent comparable projects in which the firm served in a leading role as either the designer of record, general contractor, or member of a design-build team. For each comparable project identified, provide the following:
 - Project Description
 - Location
 - Construction Methodology (Design-Bid-Build, CM@R, Design-Build, Job Order Contracting)
 - Preconstruction Services
 - Original Contracted Price and Final Cost
 - Initial Construction Schedule and Final Completion Date
 - Key Personnel on Each Project

- Reference Information (name, position, phone number and email address) for Owner’s Representative.
- Experience with building options that maximize energy efficiency to include insulated concrete form construction.
- Past performance information will be analyzed on all critical team components. Please review Past Performance Information Guide for instructions on collecting PPI. The critical team components that will be analyzed in this project include:
 - The Construction Manager / General Contractor (Firm)
 - The Project Manager (Individual)
 - The Site Superintendent (Individual)

5. Experience of Project Team and Key Personnel (Tab 5 – 20 Points)

5.1. Describe the overall qualifications and experience of the project team and key personnel. Education, certification, training, and the specific experience of the proposed team shall be reviewed. Identify their length of time with the firm and at least two comparable projects in which they have played a primary role.

6. Supplemental Forms (Tab 6)

6.1. Confidential/Proprietary Submittals Form, Non-Collusion Affidavit, Offer and Acceptance Page, Performance Bond Form, Payment Bond Form, Asbestos and Hazardous Material Statement, Qualification Form, Forced Labor of Ethnic Uyghurs Ban, and Amendments, if applicable.

6.2. Provide a certificate of insurance indicating that your firm possesses the required insurance coverage. A sample certificate may be provided, however, before any work can proceed, the successful contractor must provide a certificate of insurance.

6.3. Provide a prioritized list of major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control. This risk should be nontechnical but should also contain enough information to describe to a reader why the risk is a valid risk. The Contractor must also explain how they will avoid or minimize the risk from occurring. If the Contractor has a unique method to minimize risk, they should explain it in non-technical terms. This risk assessment section will not count towards the maximum number of pages but should not exceed two pages.

7. **Interviews:** The District’s Selection Committee will interview at least three but not more than five firms solely based on the criteria listed above. The selection criteria and relative weights to be used by the selection committee to select and determine the order of the firms on the final list will be distributed to the firms to be interviewed before the interviews are held. The selection committee shall rank the interviewed firms in order to create the single final list. The selection committee will select the firms on the single final list and their order on the single final list solely through the results of the interview process.

RFQ COVER PAGE & CHECKLIST

The Contractor must complete and submit this Attachment. This Attachment shall be the cover page for the Contractor Proposal. DO NOT MODIFY THE FORMAT OF ANY OF THE REQUIRED ATTACHMENTS. Please staple all Attachments together (do not bind in any other way).

Project Number:	RFQ 2025-01
Project Name:	Marisol Ranch Elementary School K8 (SFD Project # 070381000-9999-012N)

Contractors Name:	
Point of Contact:	
Phone:	
Fax:	
Email:	

The following documents are required for this proposal:

13. RFQ Cover Page & Checklist
14. Qualification Form
15. Offer and Acceptance Form
16. Confidential/Propriety Submittal Form
17. Non-Collusion Affidavit
18. Performance Bond Form
19. Payment Bond Form
20. Asbestos and Hazardous Material Statement
21. Past Performance Information Guide
22. Past Performance Survey Questionnaire

QUALIFICATION FORM

Name of Firm: _____

Name of Construction Project Manager: _____

Name of Site Superintendent: _____

Name of Pre Construction Project Manager: _____

Name of Estimator: _____

Pre-Construction Project Duration: _____ (Calendar Days)

Note: This duration should include the total time from the NTP date to final completion of pre-construction services.

Construction Project Duration (Total Time): _____ (Calendar Days)

Note: This duration should include the total time from the NTP date to final payment of all construction services. This includes: preconstruction activities, time for obtaining permits, time to complete punch list items, commissioning, and time to receive final payment).

Addenda Acknowledgement: Contractor acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into the proposal (*List All Addenda Issued for This Project*):

No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date

Name of Company _____
Date

Printed Name of Firm Representative _____
Signature of Firm Representative

Email

Phone

Fax

OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No. _____

Tax Rate: _____%

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

Signature of Person Authorized to Sign Offer

Printed Name

Title

CERTIFICATION - *By signature in the Offer section above, the offeror certifies:*

1. The submission of the SOQ did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 2009-09 or A.R.S. §§ 411461 through 1465 et. seq.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the proposal. Signing the SOQ with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S. §§ 23-214 and all other federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. The offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.
6. The offeror does not use, and agrees not to use during the term of the contract, any forced labor, or goods and services produced by the forced labor, of ethnic Uyghurs in the People’s Republic of China, or any contractors, subcontractors, or suppliers that use such forced labor, or goods or services produced by such forced labor.
7. In accordance with A.R.S. §§ 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. By submission of this proposal, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
9. By submission of this proposal, that no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the Nadaburg Unified School District Number 81.

This contract is for: Design-Build Construction Services for Nadaburg USD #81 Marisol Ranch Elementary School – Marisol Ranch Elementary School Project.

This contract shall henceforth be referred to as Contract No. 2025-01. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order from The Nadaburg Unified School District Number 81.

Awarded this _____ day of _____ 20_____

Superintendent_____

CONFIDENTIAL/PROPRIETARY SUBMITTAL FORM

- Confidential / Proprietary materials not included.**
- Confidential / Proprietary materials included.** Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Only those items listed below will be evaluated. The District will not review the entire offer for confidential markings. The District will be the final judge if materials will be accepted as confidential or not. Request to deem the entire offer or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, the page number, paragraph and other identifiable information must be outlined below.

The accompanying proposal is genuine, and such proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid, or induced or solicited any other offeror to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other bidder.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires: _____

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____

_____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Nadaburg Unified School District Number 81 District. (hereinafter called the Obligee) in the amount of _____ Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

as _____

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

Now, therefore, the condition of this obligation is that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to title 34, chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with title 34, chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Ariz. Rev. Stat. Ann. § 34-610

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

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY _____

Surety Seal

BY _____

of Record Agency

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of
the State of _____, with its principal office in the City of
_____, (hereinafter called the Surety), as Surety, are held and firmly bound Nadaburg Unified
School District 81 (hereinafter called the Obligee) in the amount of
_____ Dollars) (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

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

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

Now, therefore, the condition of this obligation is that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for in the contract, this obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to title 34, chapter 6,2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the court.

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

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY _____

Surety Seal

BY _____

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 Nadaburg Unified School District No. 81. 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 transited 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 Lee Smith at 480-308-4616.

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.

Name of Company

Printed Name of Firm Representative

Position Held within Company

Authorized Signature of Firm Representative

Address City State / Zip

Federal Tax I.D. Number Date

FORCED LABOR OF ETHNIC UYGHURS BAN

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

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

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majorityowned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

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

- The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

Exempt Contractor

Indicate which of the following statements applies to the Contractor (may be more than one):

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Company Name

Signature of person authorized to sign

Address

Printed name and title

City, State, ZIP

Contact email address Contact phone number

PAST PERFORMANCE INFORMATION GUIDE

SECTION 1 - OVERVIEW

The District will be analyzing past performance information on Construction Managers and their key personnel. This information will be used to assist the District in the process for the selection of a construction manager to enter into a contract with for preconstruction services and possibly for construction services for the Marisol Ranch Elementary School project.

To assist the District in identifying the highest past performance of a Construction Manager or individual, the following process will be used (as outlined in the figure below):

- 23. The Contractor will prepare a list of past clients that will be sent surveys (called a "Reference List")
- 24. The Contractor will prepare survey forms and send them to their past clients
- 25. The clients will send their surveys to the District
- 26. The ratings will then be averaged together to obtain a firm's past performance rating

SECTION 2 – CREATING AND SUBMITTING A REFERENCE LIST

- 1. All critical key components must create a list of past clients that will evaluate their past performance. This will be referred to as a "Reference List".
- 2. The "Reference List" must be submitted on a MS Excel spreadsheet.
- 3. The following are the critical key components that will be evaluated in this solicitation:

Key Component	Minimum Number of Surveys allowed	Maximum Number of Surveys allowed
The CM / General Contractor (FIRM)	1	25
The Site Superintendent (INDIVIDUAL)	1	10
The Project Manager (INDIVIDUAL)	1	10

- 4. The Construction Manager is responsible for selecting their team, selecting the list of past clients, and for the performance ratings of their critical key components.
- 5. The maximum number of past projects that will be given credit is twenty-five (25) for each firm and ten (10) for each individual. The minimum number of past projects is one (1).
- 6. The reference list should include the firms "best" projects. Credit will be given to Construction Managers with more high performing surveys from different individuals.

7. The Reference List must include the following (All fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
CITY	Location of project
STATE	Location of project
ZIP CODE	Location of project
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
DATE COMPLETED [MM/DD/YYYY]	Date when the project was completed. (i.e. 5/31/1995)
COST OF PROJECT	Awarded cost of project

8. The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. **The file must be emailed to angelou@nadaburgsd.org prior to the due date specified in this solicitation.** The data must be complete and accurate. (The format of the file is shown in Figure 2).

	A	B	C	D	E	F	G	H	I	J	K	L
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	CITY	STATE	ZIP	DATE COMPLETED	COST OF PROJECT
1												
2	101	John	Anderson	555-555-5689	555-555-5690	Acadia High	Cafeteria	Madison	WI	55897	5/12/1999	\$74,000
3	102	Sue	Robins	555-568-9861	555-568-9862	Micro Chips	Building A	St Paul	MN	55414	6/8/1989	\$370,000
4	103	Sam	Hartley	555-487-7894	555-487-7895	Tempe College	Engineering Wing	Minneapolis	MN	55414	8/5/1991	\$333,000
5	104	Jenn	Gill	555-897-3125	555-897-3126	Phoenix Park	7th Ave & High	Madison	WI	55987	8/8/1990	\$658,600
6	105	Alex	Smith	555-665-8976	555-665-8977	Biltmore Plaza	Tower Roof	Minneapolis	MN	55414	6/7/1992	\$503,200
7												

Figure 2: Example of Reference List

9. The Contractor is responsible for verifying that their (and their key components) information is accurate prior to submission.
10. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
11. The past projects (on the reference list file) do not have to be similar to the type of project being bid.
12. The past projects must be completed past projects (no on-going or substantially complete projects).
13. Each MS Excel file must have tabs (see Figure 3 below). One tab contains the reference list information (discussed above), and the second tab contains the Respondent Information. The "Respondent Information" tab contains information about the key component (firm or individual) being surveyed.

4			
5	Name of Your Firm	ABC Construction	
6	Point of Contact	Joe Smith	
7	Phone	602-555-5689	
8	Fax	602-555-3214	
9	Email	Joe.Smith@abc.com	
10			

Past Project List Vendor Information

Figure 3: Respondent Information Tab

14. All key components must submit their "Reference List" in separate excel files (only applicable if there are more than one critical key component identified in Part 3 of this section).
15. Please save the file as the name of the company (or individual) followed by "Ref List". For example, if you are submitting a reference list for "ABC Construction", you should save the file as "ABC Construction Ref List".

SECTION 3 – PREPARING THE SURVEYS

1. After a "Reference List" is completed, the Respondent will be required to:
 1. Prepare a survey questionnaire for each of their past clients (on the reference list)
 2. Send the survey questionnaires to their past clients
 3. Ensure the minimum required survey questionnaires are submitted to the District

The following steps will assist you in completing the aforementioned tasks.

2. Each key component is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document.
3. Each key component should enter the required information on the survey questionnaire:
 1. Survey ID (Code)
 2. Past clients contact information
 3. Project information
 4. Name of the firm and/or individual being surveyed

The information must match the data submitted in the "Reference List" (see Figure 4).

	A	B	C	D	E	F	G	H	I
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
1									
2	1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589
3	2	Bob	Hardy	486-965-8523	486-965-8524	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923
4	3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,648
5	4	Mike	Werkreken	486-965-7264	486-965-7265	ABC Warehouse	Warehouse renovation	6/27/2005	\$134,659
6	5	Bob	Hardy	486-965-8965	486-965-8966	ADOT	Stapley Road Overpass	1/5/2002	\$15,648
7	6	Mitchell	Adams	458-965-8523	458-965-8524	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923
8	7	Bill	Robinson	486-965-8523	486-965-8523	City of Phoenix	Street Light Installation	7/2/1990	\$456,876
9	8	John	Grecko	486-965-8563	486-965-8563	ACG Buildings	Building 456 renovation	8/2/2003	\$159,764
10									
11									

Survey Questionnaire – University of Minnesota			
		Survey ID	3
To:	Phil McGill <i>(Name of person completing survey)</i>		
Phone:	458-965-7852	Fax:	458-965-7853
Subject: Past Performance Survey of:	ABC Electrical Contractor <i>(Name of Company)</i>		
	Mark McGraw <i>(Name of Project Manager)</i>		
	Pam Hamilton <i>(Name of Site Superintendent)</i>		
<p>The University of Minnesota is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the University in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.</p>			
Client Name:	City of Mesa	Completion	
Project Name:	Cafeteria #1	Date:	7/6/1980
NO	CRITERIA	UNIT	

Figure 4: Example of Survey Form. The information must match the excel file.

All returned surveys MUST be evaluated and signed by the past client. If a survey is not signed, it will NOT be counted.

PHIL MCGILL	<i>Phil McGill</i>
Printed Name (of Evaluator)	Signature (of Evaluator)
<p>Again, thank you for your time and effort in assisting the University of Minnesota in this important endeavor. Please fax the completed survey, no later than January 16, 2008, to:</p> <p style="text-align: center;">Joe Smith (ABC Construction) at Fax # (555) 555-5656</p>	

4. Each key component is responsible for making sure that their past clients receive the survey, complete the survey, and submit the survey to the District.
5. The past client/owner must evaluate and complete the survey.
6. The past client/owner must sign the survey form to prove that they completed the survey.
7. The scores of the submitted surveys will be used to compile the average Past Performance Information rating for the critical key component.
8. Nadaburg USD #81 may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.
9. *Recommendation:* To save work in the future, the site superintendent and project manager (that worked on that particular past project) should be listed on every survey questionnaire as shown in Figure 4. Do not list more than one individual for the same position (i.e. If Joe Smith was a PM on the project, you cannot list another individual as a PM on that same project).

PAST PERFORMANCE SURVEY QUESTIONNAIRE

Nadaburg Unified School District Number 81

(Construction Services)

Survey ID _____

To:

(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Company)

(Name of Individuals)

The Nadaburg Unified School District Number 81 (Nadaburg USD #81) is implementing a process that collects past performance information on vendors and their key personnel. The vendor/individual listed above has listed you as a client for which they have previously performed work on. Nadaburg USD #81 greatly appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge, please leave it blank.

Client Name: _____ Date Completed _____

Project Name: _____

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Ability to manage & professionalism (prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc)	(1-10)	
6	Ability to communicate and document (risk management)	(1-10)	
7	Ability to follow users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction	(1-10)	

Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for your time and effort in assisting Nadaburg USD #81 in this important endeavor.

Please email the completed survey to: aangelou@nadaburgsd.org