

**WHITERIVER UNIFIED SCHOOL DISTRICT
Whiteriver, Arizona**

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGER at RISK
PRE-CONSTRUCTION AND CONSTRUCTION SERVICES**

RFQ # 19-001

Whiteriver High School Additions and Renovation (Continuation)

The Whiteriver Unified School District, at the direction of the Governing Board, requests a Statement of Qualifications (“SOQ”) for Construction Manager at Risk (“CMAR”) Pre-construction and Construction Services for the construction of the Whiteriver High School Additions and Renovations. Interested firms responding to this request (“Submitting Firms”) who wish their SOQ to be considered must provide their submittal in a sealed envelope, plainly marked “Statement of Qualifications for Construction Manager at Risk Services, RFQ # WUSD 19-001, Whiteriver High School Additions and Renovation, submitted by [Submitting Firm], **due September 25, 2019, at 2:00 p.m. local time.**” Responses will be received by the Whiteriver Unified School District Office.

Please refer to Attachments A and B for all scheduled activities

For all inquiries regarding this Request for Qualifications (“RFQ”) contact the Project Manager:

John Sempert, Arcadis
c/o WUSD
959 S Chief Avenue
Whiteriver, Arizona 85941

928-637-3031

This is a Notice of a procurement process that may result in an award; however, it is not intended to be and should not be construed to be an offer to contract.

August 18, 2019

This RFQ is being issued pursuant to A.A.C. R7-2-1106, under which the District may procure CMAR services. Timely responses will be opened publicly one-half hour after the time of closing. The name of each firm submitting a timely SOQ and any other relevant information, as determined by Whiteriver Unified School District (“District), shall be recorded. The record shall be open for public inspection at the time of the SOQ opening. All other information shall remain confidential until after the award is made. All information and SOQs submitted will be made available for public inspection after the award has been made except to the extent that the Submitting Firm has requested, and the District concurs, that certain information remains confidential. The District reserves the right to accept or reject any or all SOQs or any part thereof, and to waive any formality in any SOQ as deemed by the District to be in the best interest of the District, or to decline to enter into a contract with any of the applicants. The District reserves the right to extend the time for submission of responses by notification to all parties known to have received a copy of this RFQ, and by such other notice as the District may deem appropriate. This Request for Qualifications shall not commit the District to enter into any agreement to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services.

This is a qualifications based selection process and Submitting Firms shall not include any proposed fees or prices in any SOQ or discussion. Inclusion of fees or prices in a response may result in its rejection. As is provided in this Request for Qualification and in A.A.C. R7-2-1106, interviews may be conducted with at least three but no more than five responsive Submitting Firms. In conducting these interviews, there shall be no disclosure of any information derived from SOQs submitted by competing Submitting Firms. Following interviews and ranking, a fee negotiation meeting may be conducted with the highest ranked firm on a date and at a place to be specified at a later date. If agreement is not reached, the District will terminate negotiations and proceed to the next ranked firm or terminate the solicitation.

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Request for Qualifications for The Whiteriver High School Additions and Renovation
Whiteriver Unified School District No. 20
RFQ # 19-001

**Attachment F – Contract and General Conditions for Construction (Guaranteed
Maximum Price)**

WHITERIVER UNIFIED SCHOOL DISTRICT REQUEST FOR QUALIFICATIONS

CMAR Pre-Construction and Construction Services Whiteriver High School Additions and Renovation

The Governing Board of the District is seeking a qualified firm to provide CMAR Pre-construction and Construction Services for the Whiteriver High School Additions and Renovations. The District's purpose in seeking a qualified CMAR with appropriate experience is to ensure the successful design and construction of an energy efficient and sustainable High School to be delivered on schedule and within the budget stated herein. The term of any contract resulting from this solicitation shall be the date of award through final completion and acceptance by District of the Project, including all related closeout documents. It is intended that the facility shall be ready for use by District, complete in all respects. Completion of the final Athletic Complex will be determined by available funding.

PROJECT SCOPE AND BUDGET

The District is located in Navajo County. The Project is the construction and renovation of the current Whiteriver High School on property leased by the District from the White Mountain Apache Tribe. This work is a continuation from RFQ # 10-002 issued on December 21, 2010. Most Renovations have been completed and less than 50% of the Academic package remain to be completed under the previous RFQ. Most of the Site Work package remains along with the Athletic complex package. Portions/Packages of the work will be completed as funds become available from the District. The construction budget is estimated at \$ 25 million.

The GMP must provide for the complete construction of the Project on a "turn-key" basis

A non-inclusive list of specific major items and work that must be included in the NTE GMP is set forth below. The list is not to be considered all-inclusive and all items and work necessary to fulfill the intent of the overall effort are to be provided within the GMP as well:

- Demolition of any existing improvements or relocation/protection of trees.
- Construction of a High School Campus
- Foundation construction.
- Site development and construction.
- Utility extensions and connections, including but not limited to water, sewer, fire line, electrical, gas, telephone, cable TV and special systems extensions and connections.
- Construction phase utilities
- Landscaping.
- Professional fees and reimbursable expenses of CMAR's consultants.
- Mechanical and electrical systems
- Special systems, including but not limited to:
 - Design of systems

- Incoming service and internal distribution backbone and cabling (voice, data, fiber, cable tv),
- Control electronics, telephone instruments, etc.
- Construction surveys and investigations (including Blue Staking).
- Construction quality control.
- Acquisition of any and all required permits from Federal, state, county, and local agencies.
- Procurement and management of normal and customary construction materials testing. Testing and documentation shall be performed by a qualified third party to ICBO standards. In general, the District will directly reimburse the actual and appropriate costs of such testing.
- Inflation and escalation as required.
- All liability and builder's risk insurance.
- Bonding.
- Applicable taxes.
- Coordination and cooperation with any and all other entities participating in construction activities.
- Complete "as-built" documentation.
- Start-up, commissioning, and testing of all systems; and District staff training in operation.
- General conditions.
- CMAR's own construction contingencies.
- A District discretionary contingency allowance in an amount to be stated in the GMP, to be used at the sole discretion of the District.

Items that will be expressly excluded from the GMP, and will be accommodated by the portion of the total Project budget set aside for the District's needs and expenses, are as follows:

- FF&E
- Geotechnical testing for foundation recommendations
- Pre-design surveys

REQUIREMENTS OF CMAR

A Submitting Firm must meet the following requirements to be considered:

1. Submitting Firm must be experienced in providing CMAR services for Construction on Tribal Lands.. Submitting Firm must demonstrate knowledge of and experience with High School and systems commissioning and operation, and the ability to ensure Project success by actively contributing to the design and pricing process.
2. Submitting Firm must be authorized to do business in the State of Arizona and must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations and rules.
3. Submitting Firm must be able to demonstrate financial strength appropriate to the scale of the project being managed. This includes adequate bonding capacity and insurance limits.
4. Submitting Firm must be knowledgeable of the requirements of the Arizona Revised Statutes and the Arizona Administrative Code.
5. A Statement of Qualifications must be submitted to the District on or before the time and date and at the place indicated in this RFQ. Statements of Qualifications not received by the District on or before the scheduled receipt time as set forth in this RFQ will not be considered.

6. The selected CMAR and its sub contractors will be required to meet the insurance requirements of the District.
7. Costs of participating in the selection process, including Discussions with the Selection Committee or Governing Board, are solely those of the Submitting Firm; the District will assume no responsibility for any costs.
8. CMAR must provide full services from an operational office located on the job site using in-house staff in leadership positions.
9. CMAR must maintain adequate, qualified staff to meet District needs. After approval of an original project team, the District reserves the right to approve any personnel changes; such approval shall not be unreasonably withheld.
10. CMAR must provide proof of, and maintain all required licenses and registrations throughout the contract period, and ensure that any subcontractors maintain such licenses and registrations. Copies of all relevant required licenses and registrations of the Submitting Firms must be included with the Submitting Firm's SOQ package.
11. CMAR must provide proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. It is not necessary to provide copies of Certificates of Insurance with the SOQ package. However, the Submitting Firm should at a minimum indicate insurance coverage including company providing coverage.
12. CMAR must provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate coverage and naming the District as an additional insured party and professional liability insurance including errors and omissions with a limit of not less than \$1,000,000. It is not necessary to provide copies of Certificates of Insurance with the SOQ package. However, the Submitting Firm should at a minimum indicate insurance coverage, including the company providing coverage.

SCOPE OF CMAR SERVICES

The District intends to support the funding of this construction project using approved capital funds. Any construction contract that may arise from this solicitation will be a guaranteed maximum price ("GMP") contract.

The District's Architect/Engineer is EMC 2 Architecture, Mesa, AZ. The District's program manager is Arcadis, Phoenix, Arizona. Arcadis will serve as the District's representative/main contact for the management of the Project.

The CMAR pre-construction services required will include the following:

1. Review and evaluation of District's program, budget, and schedule.
2. Key CMAR project personnel shall attend regular meetings with the District, Arcadis, the Architect, and the Engineer to review project status, review design and update the construction cost estimate.
3. Consultation with the District, Arcadis, and the design team regarding site use and improvements, phasing of the work, selection of materials, and selection of all building systems and equipment.
4. Conduct value engineering, constructability reviews, and cost estimates as appropriate to design phase.
5. Prepare and periodically update a Project schedule for District and Arcadis review and approval.
6. The CMAR shall coordinate and integrate the Project Schedule with the services and activities of the District, Arcadis, the design team, and construction. As design proceeds, the Project schedule

- shall be updated to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
7. When Design Development Documents have been prepared by the Architect and approved by the District, the CMAR shall prepare for the review of the design team, Arcadis, and approval of the District, a more detailed cost estimate with supporting data.
 8. During the preparation of Construction Documents, the CMAR shall update and refine the cost estimate as necessary. If any estimate submitted to the District exceeds the previously approved estimates, the CMAR shall make recommendations to the District and Architect to reduce the cost of the Project. In no case will the Project be allowed to exceed the project budget, other than pursuant to Change Orders requested by the District.
 9. The CMAR shall recommend to the District and Architect a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.
 10. At the construction document completion percentage deemed appropriate by the District, the CMAR will propose a Guaranteed Maximum Price for the Project, which shall be the sum of the estimated Cost of Work and the CMAR construction services fee. In no case will the total Project cost exceed the Project Budget stated herein.
 11. Other pre-construction services as may be established by contract and as are inferable therefrom.

Construction services may not commence until the District and the CMAR agree upon the terms of the GMP. If the District and the CMAR are unable to agree upon the terms of the GMP, the District will issue an Invitation for Bids or take such other action as may be allowed by law. Subsequent to the failure to agree upon a GMP, the District reserves the right to use any and all materials developed during the term of the Pre-construction Services Contract initially entered into pursuant to this RFQ with a subsequent CMAR or other contractor.

If a GMP is agreed to and a contract is established, the successful firm will be responsible for the construction of the Project described in this RFQ. The CMAR services required for the construction phase will include, but are not limited to the following:

1. Enter into an "At-Risk" contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the Project.
2. Schedule and conduct weekly construction phase meetings.
3. Provide continuous on-site CMAR services throughout the construction phase. The management shall include, but is not limited to:
 - a. Regular job site meetings and minutes.
 - b. Maintain daily on-site project log and schedule report.
 - c. Oversee quality assurance testing and inspection programs.
 - d. Monitor construction management staff and subcontractor work performance for deficiencies.
 - e. Oversee construction management staff and subcontractor safety programs.
 - f. Maintain master set of construction documents on-site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned.
4. Develop, update and maintain master Project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
5. Process payment request for approval.
6. Report potential budget and schedule variances and prepare recovery plans.
7. Coordinate surveyors, special consultants, and testing lab services contracted by District as required.
8. Administer post construction closeout and warranty collection, start-up and transition to operation.
9. Provide construction program accounting and reporting to the District as required.

10. The CMAR will be required to work with the Architect of record, the District, and the District's agents on the Project, submit pay requests for approval, issue RFI's when necessary and assist the District and Architect as required for the timely completion of the Project.
11. The CMAR will be required to work with and coordinate their activities with any third party contracts or contractors that the District provides for this Project.
12. The Project will be built with an "open book" philosophy. All actual cost information will be made available by the CMAR to the District during the entire process.

GENERAL SUBMITTAL INFORMATION

1. Submit a Statement of Qualifications in a clearly marked sealed envelope in accordance with instructions contained in this RFQ. Furnish the number of copies as instructed in this RFQ. Faxed responses of any kind are not acceptable. Electronic responses of any kind are not acceptable.
2. The District is not liable for any costs incurred by the Submitting Firms prior to the issuance of an executed contract. The District will assume no responsibility for costs incurred in the preparation or submission of responses to this RFQ.
3. Firms responding to this RFQ shall make themselves available for discussions with the District's Selection Committee at the time and place as may be established by the District.
4. The contents of the Statement of Qualifications of the successful firm will become part of the contractual obligations.
5. Questions and/or concerns regarding this RFQ may be filed in writing with the District Representative, who is John Sempert. All requests for information shall be submitted no later than five days prior to the SOQ due date. Only an interpretation or correction given by the District Representative in writing shall be binding, and prospective firms are advised that no other source is authorized to give information concerning this RFQ, or to explain or interpret this RFQ and the selection process. No oral interpretation will be given on any part of the RFQ documents. All interpretations and supplemental instructions will be in the form of written Addenda to this RFQ.
6. Selection Committee members, Governing Board members, and District personnel are not to be contacted prior to the School Board's decision to approve or reject the Selection Committee's recommendation. Specifically, this NO-CONTACT PERIOD will commence on the initial date of the advertisement for the Request for Qualifications and continue through and include the date the District Governing Board makes its determination to approve or reject the Selection Committee's recommendation. At the District's discretion, failure to comply with this requirement may be grounds for disqualification.
7. Each Submitting Firm is solely responsible for the delivery of its SOQ to the stated location by the time and date specified. All interested parties are strongly warned not to rely upon delivery services and "overnight mail" to make timely deliveries.
8. A Pre-Submittal Conference will be held on the date indicated in Attachment A of this RFQ. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the District's intentions. Any doubts as to the requirements of this solicitation or any omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action necessary, if any, and issue a written addendum to the solicitation. Oral statements or instructions made at the conference will not constitute a modification to this solicitation unless confirmed in writing by addenda.

9. All SOQs must be submitted in accordance with the requirements of this RFQ and include the forms provided herein by the District. All information required in the Request for Qualifications must be provided to constitute an acceptable SOQ. SOQs that are incomplete in the judgment of the District will be rejected
10. SOQs shall be date and time stamped at time of receipt by the District. They shall be accepted up to and no later than the time indicated in this RFQ. Any SOQ delivered after this time will be recorded and retained in the procurement file unopened. Any entity submitting a late SOQ shall be so notified. A Submitting Firm has sole responsibility for delivery on time at the place specified, whether sent or delivered in person. Telephone responses or SOQs sent via facsimile or email are not acceptable. At any time prior to the specified response due time and date a designated representative of the firm with written authorization may withdraw the submittal. Telegraphic, telephone, email or facsimile withdrawals will not be allowed.
11. All SOQs will be made available for public inspection after the award has been made, except to the extent that the Submitting Firm has designated, AND THE DISTRICT CONCURS, that certain information remains confidential. If a Submitting Firm believes that a SOQ, specification, or protest contains trade secrets or other proprietary data that should remain confidential and not be disclosed as required in A.R.S. § 39-121 and A.A.C. R7-2-1006, a written statement advising the District of this shall accompany the SOQ, and the INFORMATION IS TO BE IDENTIFIED WHEREVER IT APPEARS. SOQS SUBMITTED REQUESTING THAT THE ENTIRE SOQ BE HELD CONFIDENTIAL MAY BE REJECTED AS NON-RESPONSIVE.
12. The submission of a SOQ will indicate that the Submitting Firm has read all instructions herein, that the Submitting Firm understands the requirements and can supply the services specified.
13. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialed in ink by an authorized representative of the Submitting Firm. All corrections made by the Submitting Firm prior to the opening shall be initialed and dated by the Submitting Firm. No changes or corrections will be allowed after Statements of Qualifications have been opened.
14. All information required by this RFQ except the signature shall be typewritten and legible. SOQs that are illegible or vague in the judgment of the District will be rejected. The response shall contain a manual signature of an authorized representative of the responding firm; facsimile copies or electronic signatures will not be accepted. SOQs not properly signed will be considered non-responsive. Receipt of solicitation addenda must be acknowledged by signing and returning the attached acknowledgement document with the SOQ.
15. All information, copies of SOQs, and any supporting or other related materials submitted in response to this Request for Qualifications shall become the property of the District and will not be returned.

SELECTION COMMITTEE PROCESS OVERVIEW

The District will follow the process specified in A.A.C. R7-2-1101 et seq. The District will appoint a Selection Committee that will independently read, review and evaluate each SOQ and selection will be made based on the SOQ evaluation criteria listed herein. The Selection Committee will have no more than seven members and will include one senior manager from an Arizona licensed contractor and one Arizona registered architect or engineer. The firms submitting SOQs shall include information on the evaluation criteria set forth below, each to be weighted in scoring according to the criteria value listed.

1. The Selection Committee will review and score all SOQs received within the scheduled time based on the evaluation criteria set forth below, and will identify at least three, but not more than five, Submitting Firms with whom discussions will be conducted, unless less than 3 SOQs are received.
2. The Selection Committee will evaluate the firms with whom discussions are conducted based on the evaluation criteria set forth below to identify a short list of three firms. The selection of the short list and order of preference will be based on demonstrated competence and qualifications only.
3. Each member of the Selection Committee shall rank each firm on each criteria. The results will then be discussed among the Committee. The Selection Committee shall then determine their scores for each firm.
4. The District shall engage the highest ranked Submitting Firm as determined by the Governing Board in negotiations concerning the cost of pre-construction services as set forth in A.R.S. § 41-2578(E). Should the District be unable to successfully negotiate fees with the highest ranked firm, at a price the District determines to be fair, competitive and reasonable, the District shall proceed as set forth in A.R.S. § 41-2578(E).

During the course of the selection process, all prospective CMAR firms and their agents or representatives are cautioned not to contact Governing Board members, Selection Committee members, or District staff, or attempt to persuade or promote through other channels.

SOQ CONTENT, FORMAT, AND SCREENING CRITERIA

Submitting Firms must provide the following information in the sequence and format prescribed below. Statements of Qualifications that do not comply with these instructions or that do not include the requested data may not be considered. Supplemental materials providing additional information may be attached, but the information specified below is to be provided in the specified format by all firms submitting. Submitting Firms are cautioned that failure to adhere to these instructions is likely to negatively affect the firm's ranking. Statements of Qualifications should be plastic comb or spiral bound. Do not submit three-ring binders. The cover shall be clearly marked to identify the Project and the Submitting Firm. Limit an SOQ to not more than fifty 8 1/2 inch X 11 inch pages printed on one side, including covers and dividers, and excluding financial information. Oversize pages will be counted as two pages. Submissions in excess of fifty pages will not be disqualified; however, a lack of clarity, conciseness and brevity in an SOQ is likely to negatively affect the firm's ranking. **EACH FIRM MUST SUBMIT ONE ORIGINAL, CLEARLY MARKED "ORIGINAL", AND EIGHT COPIES OF THE REQUIRED SUBMITTAL INFORMATION LISTED BELOW.** The Selection Committee will objectively evaluate each Submitting Firm's SOQ in accordance with the criteria listed below and rank the firms as indicated.

Letter of Introduction and Interest

(No points assigned)

This letter shall be on company letterhead and include specific reason(s) why the firm would be a good choice for the Project. Confirm the availability of the key personnel identified in the SOQ. Specifically state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. Specifically state that no objections are taken to the contents of this RFQ, or specifically identify and explain any RFQ item to which an exception is taken. Exceptions taken may render an SOQ non-responsive, and exceptions taken may be

considered in scoring the SOQ under relevant scoring criteria. The SOQ marked as original shall be manually signed in ink by an officer or partner of the responding firm. Please address the letter as follows:

Jennifer Plath, Superintendent
Whiteriver Unified School District
959 S. Chief Avenue.
Whiteriver, Arizona 85941

Table of Contents

(No points assigned)

The Table of Contents shall list all SOQ sections as listed below.

(Please tab the following SOQ sections by letter as indicated below)

A. Firm Information

(15%)

Provide the following:

- Name of Firm
- Address of principal office
- Phone and Fax
- Form of Business Organization (Corporation, Partnership, Individual, and Joint Venture, other)
- Year Founded
- Primary Individual to Contact
- Organizational chart

Answer the following questions.

1. How many years has your organization been in business as a contractor?
2. How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
3. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
4. If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).
5. If your organization is individually owned, answer the following: Date of organization, name of owner.
6. If the form of your organization is other than those listed above, describe it and name the principals.
7. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration and license numbers, if applicable.
8. List jurisdictions in which your organization's partnership or trade name is filed.
9. List valid Arizona Contractor's licenses and include copies.

Provide the following financial information.

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets
Net Fixed Assets
Other Assets
Current Liabilities
Other Liabilities

CMAR must demonstrate the availability of resources and working capital required to complete the Project. It is desired that the firm have a Working Capital Ratio greater than 1:0 positive profitability for the current or immediate fiscal year and a Return on Assets Ratio greater than 1%.

2. Name and address of firm preparing attached financial statement and date thereof. Is the attached financial statement for the identical organization named above? Explain.
3. Provide name, address, and phone for bank reference.
4. Surety: Name of bonding company, name and address of agent. Provide letter from surety stating bonding capacity and ability to obtain payment and performance bonds for the Project. The CMAR will be required to bond on the guaranteed maximum price for the Project. The Surety must (a) be permitted to do business in the State of Arizona, (b) have a record of successful operation for five (5) years, and (c) have an A.M. Best rating of A+ or A.
5. Insurance: Name of workers compensation, general liability, and commercial auto liability insurance companies, name, address, agent, phone number. Submitting Firms wishing to preserve confidentiality of the information requested by this question should provide a separate envelope labeled "Confidential – Financial."

Provide the following litigation history.

1. The CMAR must have an acceptable history of working proactively to avoid litigation with owners in providing CMAR services. Describe all litigation, arbitrations and mediations, including the court and location, of any kind involving CMAR firm, its officers or directors within the last 5 years.
2. Claims and suits (if the answer to any of the questions below is yes, please attach details).
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration concerning construction contracts within the last five years?
 - d. Have there been any complaints filed with the Register of Contractors and if so what were those complaints?
3. Within the last five years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).
4. Has a surety company finished a project or paid a claim relative to any project or individual identified in the SOQ within the last five years? If so, explain the circumstances, resolution, and status.
5. Have there been civil or criminal violations of the Occupational Safety and Health Act; the Contractor's State Licensing law; any equal opportunity employment statutes; any federal or state law governing the payment of wages or benefits, or income tax, or FICA, or disability insurance withholding; against your organization? If so, explain the circumstances, resolution, and status.

B. Relevant Experience

(20%)

This information should relate both to the Company as a whole and to the specific team members who will be involved in this project.

1. List the categories of work that your organization normally performs with its own forces.
2. List any subcontractors in which your organization has some ownership and list the categories or work those subcontractors normally perform.
3. Demonstrate knowledge and working relationships with the local subcontractor community.
4. Demonstrate previous and current experience with school districts and high schools.

List major new projects constructed by your organization over the last five years and indicate their relevance to the Project. Please identify the following for each project:

1. Key staff from your firm assigned to the project (indicate if they are being recommended on this project).
2. Name and location of the project.
3. Manner in which your firm was selected.
4. The nature of the firm's responsibility on the project.
5. The service you provided (general contractor with bid selection, construction manager with qualification selection and GMP, etc.)
6. Scheduled and actual completion date of the project.
7. Size of project – provide cost and square feet.
8. Any variations from the GMP or bid initially proposed to the owners and reasons for variations.
9. Amount of any contingency or savings returned to the owner at completion.

C. Concepts for working as a CMAR

(10%)

(experience in the private sector with negotiated GMP projects may be applicable)

1. Describe your organization's concepts for working in a team relationship with the District and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Explain which (one or more) of those projects listed above that best exemplifies these concepts and experience.
2. Cost Estimates
Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity may be concealed; the intent is to see the nature and format).
3. Savings/Contingencies
Describe recent projects (high schools preferred) and how disposition of savings and contingencies were handled after project completion.
4. Cost Information
Is your firm prepared to make all cost information during design and construction available to the District?
5. GMP
Describe how your firm would propose establishing the GMP for the Project and at what stage of completion of design. Describe how the firm proposes to work as the District's representative during pre-construction services and then, as the Project is converted to a GMP, as the General Contractor and how the firm will prevent any conflict of interest decisions that would be in the firm's favor.

6. The firm's scheduling system and costs control system shall be described. Methods for assuring subcontractor's adherence to schedule shall be highlighted. A comparison of the firm's project profile shall indicate their ability to hold to original schedules and budgets. The following questions shall be addressed:
 - a. Do you use and provide computer-generated schedules for the management of construction?
 - b. To what level of detail should a construction schedule be defined? How do you schedule the processing of shop drawings and other submittals?
 - c. How do you coordinate development of schedule information from subcontractors?
 - d. State experience in handling crew loading and coordinated construction schedules.
 - e. State experience in cost loading of schedules.
 - f. Attach a sample schedule which best illustrates your overall scheduling capabilities.

D. Demonstrated Experience with Similar Conditions and Relevant Construction Techniques
(10%)

The Whiteriver area has characteristics such as soils conditions, climate, labor, and transportation that distinguish it from many other portions of Arizona. Describe any experience that will give the Submitting Firm the ability to be aware of and respond knowledgeably to potential site-specific issues.

E. Project Staff
(15%)

Identify the specific Project Manager, Estimator, and Superintendent who would work on the Project. Provide a resume for each individual. Include an organizational chart including office staff and onsite staff. It is the intent of the District to insist that those indicated as the project team in the SOQ actually execute the Project. Describe the capabilities of your staff to provide the technical services required for: options analysis, design review, budget estimating, value engineering, life cycle cost analysis, construction scheduling, constructability analysis, cost control and quality control.

Provide brief resumes of key persons to be assigned to the Project including at a minimum the following:

- Name and title.
- Job assignment for other projects.
- Percentage of time to be assigned to this Project.
- How many years with this firm.
- How many years with other firms.
- Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- Education
- Active registrations (if any).
- Other experience and qualifications relevant to this Project.
- Note any project experience that was fast-tracked.

F. Current Workload
(5%)

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

1. Key staff from your firm assigned to the project (indicate if they are being listed on this project).
2. Name, location, and owner of the project.
3. Manner in which your firm was selected.
4. The nature of the firm's responsibility on the project.

5. Name, address, fax number and telephone number of the architect.
6. Name, address, fax number and telephone number of project owner's representative.
7. The service you are providing (general contractor with bid selection, negotiated GMP contract in the private sector, construction manager with qualification selection and GMP, etc.)
8. Scheduled and actual completion date of the project.
9. Size of project – provide cost and square feet.
10. Percent complete and scheduled completion date.

G. References

(10%)

For the completed projects listed above, identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) who are willing references regarding your organization's services. At least five references must be provided. As these numbers will be called and references checked, please verify that all numbers and contacts are up to date and accurate at the time of your submittal. Results will be provided to the Selection Committee. Submitting Firms are cautioned that listing references that cannot be contacted with the indicated information will result in loss of the available points.

H. Safety Record

(5%)

Provide your firm's Experience Modification Rate for past 3 years, note number of OSHA recordable cases, lost workdays, restricted workdays and fatalities in the last 3 years. The CMAR must have an Experience Modification Rating of 1.0 or less. Estimate the approximate number of employee hours worked by your firm in these 3 years.

I. Sub Contractor Selection Plan

(5%)

Present a plan setting forth the approach and program for information management, document control, records management, stimulating bidding by the engagement of local trade contractors, project status reporting and project administrative services for owners and subcontractors. Provide a list of Arizona sub contractors with whom you have had experience and by what method you are planning to pre-qualify them for this Project.

J. Local Participation

(5%)

This project has the potential to be of social and economic benefit to the Whiteriver community. The District desires maximum practical local participation in the project and cooperation with the Tribal Employment Rights Office. Describe the intended approach, if any, to actively promote utilization of local resources and labor.

K. Supplemental Forms Must Be Included With SOQ

The Submitting Firm will submit the following forms with their SOQ:

- Non-collusion Affidavit
- Addendum Receipt Acknowledgement

INTERVIEWS

After the Submitting Firms have been evaluated based on their written SOQ submissions, three to five firms with the highest scores may be invited to participate in interviews as allowed by A.A.C. R7-2-1106. This discussion shall be a total of 45 minutes, with a 15-minute oral presentation of method of approach by the firm's project staff, 15 minutes of questions and 15 minutes of discussion. The firms selected for interviews will be expected to address the items listed below. The Selection Committee will objectively evaluate each firm's abilities in accordance with the criteria listed below and assign any available points as indicated.

1. Management Method of Approach for Furnishing the Required Pre-construction and Construction Services

(25% weight)

The firm shall demonstrate its understanding of energy efficient school construction, the site, local practices, codes and ordinances, local subcontractors, and suppliers as an indication of its ability to contribute to the design and budget management process and deliver quality workmanship in an effective and timely manner. The firm shall demonstrate verbally and graphically its plan for performing the Project, documenting the services to be provided and showing the interrelationship of all parties. Explain your approach to scheduling methods, management services, quality assurances, inspection, cost control, and safety programs. Describe the functions and capabilities of your computer based project management and information system and provide examples of progress reports.

2. Staff Method of Approach for Furnishing the Required Pre-construction and Construction Services

(25% weight)

The firm leadership shall present the actual staff to be assigned to this Project, with whom the District will be directly working; each shall personally describe their ability and experience and indicate their approach to fulfilling their function and role on this Project.

3. Method of Approach for Furnishing the Required Cost Control Services

(25% weight)

As part of its project approach, staff shall describe knowledge and experience in the evaluation of school building systems, construction techniques, and the recommendation of materials to create an optimum value in meeting the design and budget requirements.

4. Method of Approach for Furnishing the Required Project Scheduling Services

(25% weight)

As part of the project approach, staff shall present a scheduling methodology for effectively managing and executing the work in the optimum time. The firm shall indicate its procedure for scheduling and for compliance controls. The firm shall describe any representative current projects and the projected versus the actual schedule for each.

Quality Management Manual

At the time scheduled for its discussions, each Submitting Firm will be required to provide, in writing, a Quality Management Manual suitable for use in connection with the Project. The Manual must specify the processes to be used to assure the quality of design and construction, as well as checklists to be followed by Submitting Firm staff in its implementation and documentation during design and construction. The manual will be considered in scoring the proposed approach for each of the four factors described above.

Safety and Health Management System Manual

At the time scheduled for its discussions, each Submitting Firm will be required to provide, in writing, a Safety and Health Management System Manual suitable for use in connection with the Project. The Manual must specify the processes to be used by the CMAR to assure the safety of all persons at the Project site, identify by name the persons responsible for Project Site safety, as well as checklists to be followed by CMAR staff in the implementation and documentation of the System, and shall comply in all respects with all applicable Federal and State law. The manual will be considered in scoring the proposed Management Method of Approach for Furnishing the Required Pre-construction and Construction Services described above.

Form of Agreement

The District will prepare an Agreement for CMAR Services (“Agreement”) to be used in connection with the Project. A review copy will be provided to each person or firm listed for interviews prior to the interview. At the time of the discussion, each Submitting Firm will be required to provide, in writing, a statement of concurrence with the terms and conditions of the Agreement, or, a statement of any specific exception(s) to the terms and conditions of the Agreement. Exceptions may be considered in scoring under appropriate criteria. There shall be no express or implied intent to contract until expressly stated in writing by District, an award is made, and all conditions stated herein are satisfied.

OTHER PROVISIONS

CERTIFICATION

By submission of the SOQ the Submitting Firm certifies that:

1. The Submitting Firm has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of any contract.
2. The information provided in this SOQ has been arrived at independently, without consultation, communication or agreement with any other firm for the purpose of restricting competition.
3. If awarded a contract, the Submitting Firm will not discriminate against any employee or applicant for employment.
4. The Submitting Firm is duly licensed for the type of work described in this RFQ; and will comply with all applicable legal provisions as set forth in the Arizona Revised Statutes and all applicable federal, state and county regulations, and understands these provisions are to be part of any contract awarded.
5. The Submitting Firm shall comply with any applicable laws, rules, and regulations of the Fort Apache Nation.

AWARD

1. Selection will not be based on price. Any award will be made as will best promote the public interest and the needs of the District taking into consideration the qualifications of the firm submitting the SOQ; the responsiveness of the SOQ in meeting the requirements and specifications, services to be furnished and their conformity to the specifications; contractual requirements and any additional specific criteria for evaluation included in this RFQ. Only the District is in a position to determine its own best interest; therefore, the District shall be the sole judge in determining the quality and appropriateness of the services proposed. The decision of the District’s Governing Board shall be final.

2. The District reserves the right to make awards at any time within ninety (90) days after the date of the opening, during which period SOQs may not be withdrawn unless authorized by the District.

MISCELLANEOUS TERMS AND CONDITIONS

1. The District reserves the right to award the contract to the next most qualified firm if the successful firm does not begin the contracted services within fourteen calendar days of acceptance by the District Governing Board, or if an acceptable fee cannot be negotiated.
2. The District does not discriminate in admission or access to or treatment or employment in its programs and activities based on race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.
3. Any interested party may protest a solicitation issued by the District, or the proposed award, or the award of a District contract. Any protest must be submitted in conformance with A.A.C. R7-2-1141 through R7-2-1150. Any protest must be filed in writing with the District Director of Business and Finance. Any protest must contain the following information:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or the protester's representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant document; and
 - e. The form of relief requested.

Protests based upon alleged improprieties in a solicitation that are apparent before the closing time and date for receipt of initial SOQ shall be filed before the time and date for receipt of initial SOQ. Failure to file such a protest within that time shall constitute a waiver of the protest.

Protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of SOQ following the incorporation. Failure to file such a protest within that time shall constitute a waiver of the protest. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. Failure to file such a protest within that time shall constitute a waiver of the protest.

4. This is merely a solicitation for qualifications and shall not be construed as an offer to contract or as intent to enter into a contract. There shall be no enforceable contract or intent to contract until such time as it may be expressly stated by the District, and all prior conditions are addressed, including, but not limited to, bonding and insurance requirements, and a written contract is fully executed by the parties.
5. The District, by written notice, may terminate any contract that may be issued related to this RFQ if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any officer or employee of the District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event the contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.
6. For any contract that may be issued related to this RFQ no subcontract shall be made by the contractor with any other party for furnishing any of the services herein described and to be contracted for without the advance written approval of the District. All subcontracts shall comply with Federal, State, and Fort Apache laws and regulations that are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein which shall

apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. When authorized to subcontract for services, the contractor agrees to utilize written subcontracts and to submit a copy of each to the District within thirty days of the effective date of the subcontract.

7. No right or interest in this solicitation and/or any contract that may arise from this solicitation shall be assigned by the Submitting Firm, and no delegation of any duty of the Submitting Firm shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. To the fullest extent permitted by law, the Submitting Firm shall defend, indemnify and hold harmless the District and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of or in any way related to, in whole or in part, by reason of any act, omission, professional error, fault, mistake or negligence of the Submitting Firm, its employees, agents, representatives, consultants or subcontractors, or their employees, agents, or representatives in connection with or incidental to the performance of any work relative to this solicitation and/or any contract that may arise from this solicitation. Provided that such Submitting Firm's duty to defend, indemnify and hold harmless the District shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by any fault, negligent act, or omission of the Submitting Firm, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including the District. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of a Submitting Firm, its sub-consultants or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Submitting Firm or its sub-consultants or subcontractors under workers' compensation acts, disability benefit acts or employee benefit acts.
9. The captions and headings in this document are for convenience, enjoyment, and ease of personal use only, and in no way define, limit or describe the scope or intent of the document.
10. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence, said party is unable to prevent.
11. This process shall be governed by the laws of the State of Arizona, lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona, and venue shall be in the county in which the work is actually constructed or to be constructed. Submitting Firm and District agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.
12. Any final contract that may arise from this solicitation must comply with all Federal and State laws and regulations and is subject to termination by the District. In addition, all agreements are subject to review by District counsel, the County Attorney, and/or the Arizona Attorney General.
13. The provisions of this RFQ are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application that may remain in effect without the invalid provision or application.

Request for Qualifications for The Whiteriver High School Additions and Renovation
Whiteriver Unified School District No. 20
RFQ # 19-001

14. If an award is made, all parties to the Agreement, for valuable consideration exchanged, agree that the sole and exclusive means of resolving disputes under any such award and agreement shall be the procedure set forth in A.A.C. R7-2-1155 through R7-2-1159.
15. If a person or firm has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the person or firm shall disclose that information in its SOQ. Failure to do so shall result in rejection of the SOQ.
16. The offer of a person or firm that is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
17. The selected CMAR may or may not self-perform work, and will be responsible for construction means and methods for delivery of the completed work.

ATTACHMENT A

WHITERIVER UNIFIED SCHOOL DISTRICT NO. 20 NOTICE OF REQUEST FOR QUALIFICATIONS

The Whiteriver Unified School District, at the direction of the Governing Board, is requesting a Statement of Qualifications for:

CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES for Additions and Renovations of Whiteriver High School RFQ # 19-001

In order to have your SOQ considered, it must be submitted in a sealed container, clearly labeled "Statement of Qualifications for Construction Manager at Risk Services, **RFQ # 19-001, " Whiteriver High School Additions and Renovations", submitted by [Submitting Firm], due September 25, 2019, 2:00 p.m. local time**". Sealed SOQs will be received until **2:00 P.M. LOCAL TIME, September 25, 2019 at the Whiteriver District Office** located at **Whiteriver, AZ**. SOQs shall be time and date stamped upon receipt by the District Office. Time of SOQ arrival will be recorded from the Office clock. Any SOQs, modifications or withdrawals received by the District Office after the time and date scheduled for SOQ opening will not be considered, unless the SOQ, modification or withdrawal would have been timely received but for the action or inaction of District personnel and is received before contract award. Timely received SOQs and modifications will be opened publicly at **2:30 P.M. LOCAL TIME, September 25, 2019** in Whiteriver, and the name of each firm or individual submitting a SOQ shall be recorded. The record shall be made available for public inspection. A Pre-Submittal Conference is scheduled for **August 30, 2019 at 10:00 P.M. LOCAL TIME** in the District office board room in Whiteriver. Attendance by each interested Construction Manager at Risk firm is strongly encouraged, but is not mandatory. However, any interested party will be responsible for conforming with all information distributed at the conference.

All information and SOQs submitted will be made available for public inspection following the award of a contract, except any portion of a SOQ that the firm or individual has requested, and the District concurs, shall remain confidential from and after the time of SOQ opening, unless otherwise required by law. All SOQs are subject to all Terms and Conditions contained in the RFQ Package. The District reserves the right to cancel this request or reject any or all SOQs in whole or in part if it is advantageous to the District.

The RFQ is available at the district website. Interested parties who acquire the RFQ via the Internet are responsible to monitor the RFQ 19-001 prior to submittal to receive addenda. RFQs will not be faxed or mailed.

ATTACHMENT B

SELECTION ACTIVITIES SCHEDULE

Request for Qualifications for The Whiteriver High School Additions and Renovation
Whiteriver Unified School District No. 20
RFQ # 19-001

Following is the sequence of events and anticipated schedule for this selection process. This schedule is subject to change at the discretion of the District.

Scheduled Activity	Anticipated Date
Issue RFQ	8-19-2019
Pre-submittal conference	8-30-2019
Due date for RFQ responses	9-25-2019
Discussion list selection and notification	10-1-2019
Discussions	10-7-2019
Award of Pre-construction Services by Governing Board	10-9-2019
GMP Negotiations	11-4-2010
Anticipated Start of Construction	12-2-2019
Substantial Completion Date	5-10-2020

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

Request for Qualifications for The Whiteriver High School Additions and Renovation
Whiteriver Unified School District No. 20
RFQ # 19-001

State of Arizona)
County of)

_____, Affiant.
Company Name

The _____
Authorized Signature's Title

Authorized Signature's Name

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

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

Title

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

Signature of Notary Public In and For the

County of _____

State of _____

(My commission expires _____, 201)

ATTACHMENT D

Addendum Receipt Acknowledgement Form
CONSTRUCTION MANAGER AT RISK SERVICES
RFQ # 19-001

_____, a Construction Manager at Risk Submitting Firm interested in being selected to perform the services contract described in RFQ # 19-001 affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Statement of Qualifications.

By: _____

Printed name: _____

Title: _____

Date: _____

Addenda received:

1. _____, dated _____
2. _____, dated _____
3. _____, dated _____
4. _____, dated _____
5. _____, dated _____

(List others if needed in the same format.)

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