

**DESERT STAR COMMUNITY SCHOOL
NOTICE OF REQUEST FOR PROPOSAL**

Material and/or Service: **RFP # DSCS-2.0
CM @ RISK SERVICES FOR PRE-CONSTRUCTION AND CONSTRUCTION
SERVICES FOR NEW MULTI-PURPOSE BUILDING AND CLASSROOM,
UPGRADES TO PARKING, WATER, SEPTIC, ELECTRICAL SYSTEMS AND
SELECTED OUTDOOR CAMPUS FEATURES**

Submittal DUE DATE: **April 13, 2016** Time: **11:00 A.M. Local Time**

Location: **Desert Star Community School, 1240 S. Recycler Road, Cornville, AZ 86325**

A Mandatory Pre-Submittal Conference will be held on April 4 at 10:00 a.m. (Local Time)

Desert Star Community School Administration Office, at same address.

In accordance with School District (and Charter School) Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, submittals for the services specified will be received by Desert Star Community School, at the above specified location, until the time and date cited. Submittals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the submittal shall remain confidential until award is made. **If you need directions to our office**, please call (928) 282-0171.

Submittals shall be in the actual possession of the School, at the location indicated, on or prior to the exact time and date indicated above. Late submittals shall not be considered.

Submittals should be submitted in a **sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope**. All submittals must be written legibly in ink or typewritten with font size not less than 9 points. **A maximum of 20 pages are permitted for the submission, excluding the binding cover sheet, forms, letters of reference and divider tabs.**

Additional instructions for preparing a Submittal are provided herein.

Only one vendor will be awarded a contract under this Submittal.

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

Contact: Cheryl LeBlanc
Phone: (928) 282-0171
Fax: (928) 284-9565
Email: cheryl@desertstarschool.org

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DOCUMENTS REFERENCED AND APPLICABLE TO CHARTER SCHOOLS:

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

Arizona Revised Statutes (A.R.S.) is available at “<http://www.azleg.state.az.us/ars/ars/htm>”

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at “http://www.sosaz.com/public_services/Title_07/7-02.htm”

SPECIAL TERMS AND CONDITIONS**1. Purpose**

Desert Star Community School requests **Statements of Proposal** from qualified firms registered in the State of Arizona for pre-construction and construction services. The Construction Manager at Risk (CM) is responsible for the successful, timely and economical completion of the construction project.

The contract(s) shall be subject to the limitations and restrictions of Arizona Statutes.

Project Information:

Budgeted Direct Construction cost: \$1.2 million.

The Project is known as **"2016 School Expansion Project"** and includes design (by architect **Architecture Works Green Inc.**) and construction (by CMAR) as follows:

This Project shall include the design of a new Multi-Purpose Building approximately 5,890 S.F. that accommodates approximately 280 persons with non-fixed seating or 125 students with movable tables and benches. The building shall include an outdoor covered entry, a lobby area, a multipurpose room, a stage with ADA access, gym/table/chair storage, a small commercial kitchen with a pantry and walk-in cooler, a service entrance, girls and boys toilets, and one large classroom with the ability to divide the room into 2 spaces. New site work shall include a new paved parking lot for 30 cars, 2 bus parking spaces, parent and bus drop off lanes, a dumpster enclosure, new sidewalks, a new central campus outdoor gathering area and required landscaping. New site infrastructure shall include electrical upgrades, either an expanded or new septic disposal system, fire sprinklers for the new building, upgrades to the domestic water and fire protection systems.

Project financing will involve the U.S. Department of Agriculture Rural Development Community Facilities Program. USDA Rural Development will participate with Desert Star Community School representatives in key project decisions. The CMAR contract will not become effective until USDA Rural Development concurs with the bid proposal.

2. Requirements

The firm selected must be able to proceed with pre-construction services immediately after date of project award.

A principal person of the firm must be selected and assigned to the project.

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the School from any and all claims under any Worker's Compensation statute or Unemployment Compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the School for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$2,000 and naming Desert Star Community School as an additional insured party.

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

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the School property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

3. **Evaluation Schedule**

The Submittals will be initially evaluated for conforming to the requirements of the RFP. Then a score will be given. The submittals with the highest scores may be interviewed to determine the best interests of the School.

4. **Terms of Award**

The term of the contract shall commence immediately upon the award of the contract and issuance of a Purchase Order and shall continue until the project is completed and through the two year warranty period.

5. **Single Award**

A contract under this Request for Proposal will be awarded to a single vendor.

6. **Award Basis**

The successful Offeror will be determined by the Evaluation Criteria shown below.

The School reserves the right to arrange for discussions to assist in the evaluation of Submittals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the submittal form on the vendor's letterhead over the signature of the person signing the submittal form. Such appendages shall be considered part of the vendor's formal submittal. For the absence of any statements of deviation or exception, the submittal shall be accepted as in strict compliance with all terms and conditions.

7. **Evaluation**

Representatives of the School will evaluate the submittals from the most likely to the one least likely to meet the requirements outlined in the RFP. The School shall conduct interviews with the shortlisted firms. In addition to interviews, the School reserves the option to call for and enter into discussions with the firm(s) considered most likely to meet the requirements if considered by the School to be in the best interest of the School.

Initial screening criteria for Statement of Proposal are listed below:

	Criteria	Value
A.	Related Building Experience	20
B.	Scheduling and Cost Control	15
C.	Project Staff/Key Personnel	15
D.	Overall Approach Methodology	15
E.	Workload	10
F.	Fee Proposal	25

Evaluation criteria for interviews and presentations are listed below:

	Criteria	Value
A.	Overall Approach and Methodology	25
B.	Proposed project staff and functions	25
C.	Project Scheduling	20
D.	References	20
E.	Additional Questions from the School	10

8. Billing

All billing notices must be sent to the School as shown on the purchase orders. All invoices shall identify the specific item(s) being billed as required on American Institute of Architects (AIA) G702/G703. Any purchase order issued by Desert Star Community School will refer to the RFP number of this Submittal.

9. Award

It is expected that the award for this contract will be made at a future meeting of the School's Governing Board. Interviews may be required to clarify any issues that arise after each RFP is read. USDA Rural Development will review and concur in the award.

10. About the School

Desert Star Community School is located in the Verde Valley, about 100 miles north of Phoenix. It is a tuition-free public charter school serving students grades K-8 since 2006. Student population is approximately 200 students.

11. Authority

This Request for Proposal for CM @ Risk Preconstruction and Construction Services as well as any resultant contract is issued under the general authority of the relevant State Board of Education School District Procurement Rules, Arizona Administrative Code, and R7-2-1117 through R7-2-1123 as applicable to Charter Schools. In addition, this RFP is being issued pursuant to A.R.S. 15-213 (as amended by Laws 2000, Ch. 125 and Laws 2001, Ch. 227, collectively, the "Alternative Contracting Procedures") under which the district (or charter school) may procure construction manager at risk services as provided in Title 41, Chapter 43 of the Arizona Revised Statutes.

12. Proprietary Information

The Offeror may designate portions of the submittal as proprietary information. However, documentation and justification for that request must be included.

13. Lobbying

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY SCHOOL PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE SCHOOL'S ADMINISTRATOR.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY School Personnel after release and prior to the award of this contract by all entities." Any Proposer or any individuals that lobby on behalf of Proposer during the time specified will result in the rejection and disqualification of said submittal.

14. Questions

Any questions or concerns should be directed by email to Cheryl LeBlanc at cheryl@desertstarschool.org

Questions are due no later than April 6, at 3:00 PM local time.

15. Schedule of Events

The following is an anticipated Schedule of Events for the evaluation and selection of a CMAR for the Desert Star Community School 2016 School Expansion Project. These dates are subject to change based on the School's requirements for this project.

<u>Date</u>	<u>Description of Event</u>
March 23, 2016	RFP is released
April 4, 2016	Mandatory Pre-Submittal Conference @ 10 A.M.
April 6, 2016	Questions are due by 3:00PM
April 8, 2016	Addendum issued, if necessary, by 5:00PM
April 13, 2016	Submittals are due at 11:00 A.M. and evaluations begin
April 19, 2016	Firms shortlisted for interviews are notified
April 22, 2016	Interview short listed firms

16. Owner Contact:

For the purpose of establishing this contract, the School contact person who will work with the successful contractor, furnish information, answer questions, direct contractor efforts, provide guidance, etc., is Jennifer Young, Board Director and Project Manager.

17. Possession of Firearms / Drug-Free/Smoke-Free Workplace

Possession of firearms will not be tolerated on School property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.

- ◆ Possession and/or use of Tobacco Products is strictly prohibited by *ARS 36-798.03*
- ◆ "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. *ARS 13-3102*
- ◆ No person who has a firearm in their vehicle may park their vehicle on School property. Furthermore, no person may possess or bring a firearm on School property.
- ◆ If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.
- ◆ If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement will be terminated.

SCOPE OF WORK

The project is known as the 2016 School Expansion Project.

1. Pre Construction Services – The Construction Manager at Risk (CM at Risk) will provide the following services:
 - A. Provide a cost estimate for all of the work within this project.
 - B. Complete project site reviews at all facilities with the design team.
 - C. The CM at Risk will have full budgetary responsibility in establishing the Guaranteed Maximum Price for the Project.
 - D. Provide a constructability review of the project construction documents.
 - E. Develop the project construction schedule.
 - F. Assist the School and Architect with provisions for any phasing of the project.
 - G. Attend all design phase meetings.

2. Management of Construction – The successful firm will be responsible for the management of construction for the projects described in this RFP. The services required for the construction program may be but are not limited to the following:
 - A. Enter an “At Risk” contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of said facility.
 - B. Schedule and conduct construction meetings.
 - C. Provide continuous on-site management services throughout the construction phase. The management shall include, but is not limited to:
 1. Weekly job site meetings and minutes.
 2. Maintain daily on-site project logs and schedule reports.
 3. Coordination of the schedule and work with Desert Star Community School personnel as required.
 4. Monitor subcontractor work performance for workmanship quality and deficiencies.
 5. Oversee construction management staff and subcontractor safety programs.
 6. Maintain master sets of construction documents on-site to include all ASI and supplemental sketches and provide copies to all subcontractors concerned.
 7. Maintain cost controls for the project.
 8. Manage the submittal and materials delivery process.
 9. Ensure that a code of conduct, typical for school construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.

3. Develop, update and maintain a detailed construction schedule and submittal schedules for a Substantial Completion date of Eight (8) Months from the Notice to Proceed.

4. Process payment request for approval.

5. Coordinate special consultants and testing lab services contracted by owner as required.

6. Administer post-construction closeout and warranty collection, start-up and transition to operation.

7. The CM at Risk will be required to work with the architect(s) of record and the School's design team on the project for the following:
 - A. Provide Value Engineering when necessary.
 - B. Submit pay request for approval, issue Request for Information when necessary and assist the Owner and Architect as required for the timely completion of the project.
 - C. Coordinate all materials supply and installation schedules with the School personnel as directed.

8. The CM at Risk will be required to work with and coordinate their activities with School staff and any third party contracts or contractors that the School provides for this project.
9. Work effectively with School Personnel, Representatives and Project Architect to develop plans, schedules, costs and other relevant items.
10. Comply with additional requirements provided in the Owner/CM at Risk Agreement that is issued separately as part of the RFP process. It is the intent of the School to utilize this Agreement with the successful CM at Risk firm for this project.

REQUIREMENTS OF CONSTRUCTION MANAGER AT RISK (CMAR)

Firms must meet the following requirements:

1. CMAR must be experienced in providing construction management for educational and rural facilities. CMAR shall have past experience with similar work as described within this RFP. All work shall be described in the SOP's submitted by the CMAR.
2. CMAR 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. CMAR must be knowledgeable of the requirements of Arizona Statutes.
4. The selected CMAR and sub-contractors will be required to meet the insurance requirements of the School.
5. CMAR must provide full services utilizing in-house staff in leadership positions.

Mandatory Compliance:

This is a compliance section and carries no evaluation points. Firms must meet minimum criteria as specified to receive further consideration.

1. The Arizona Corporation Commission shall properly have certified the CMAR for corporation and limited liability companies.
2. The CMAR must be properly registered, licensed and certified at the time of submission. Provide a copy of the current Arizona General Contractor's license and current report from Arizona Registrar of Contractors.
3. The CMAR must have been in continuous business for a minimum of five years.
4. The CMAR must provide a statement indicating your firm will warrantee all work for a minimum of two (2) years from final completion.
5. Attend a mandatory Pre-Bid Meeting on April 4, 2016 at 10:00AM.

Financial Stability:

CM must demonstrate the availability of resources and financial capability required to complete the project.

1. Copies of audited financial statements are not required with the submittal. Prior to the final selection, the School reserves the right to require the CMAR to provide a copy of the financial statements for the previous two fiscal years.
2. The financial capability shall also include the bonding capacity of the firm. (The firm will be required to bond on the guaranteed maximum price for the project). CMAR to provide statement describing the company's bonding capacity.

Initial Screening Criteria: The selection committee will objectively evaluate the firm's abilities in accordance with the criteria listed below:

A. Related Building Experience (20)

Major consideration will be given to the successful completion of previous K-8 educational projects and publicly funded rural projects using the CM at Risk project delivery method that are comparable in design, scope and complexity to the work covered under this RFP. List the projects that best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than five projects: use only projects that were completed within the last five years). Include the following for each project.

1. Name and location of the project.
2. Description of the project's scope of work.
3. Indicate the firm's responsibility on this project.
4. Project owner's name, address and telephone and fax number.
5. Date project was completed or anticipated date of completion.
6. Cost of project (construction cost) including Change Orders (list Change Orders separately).
7. Present status of project (photo encouraged).
8. Firm's project manager, superintendent, and other key professionals involved on the project.

B. Scheduling and Cost Control (15)

The firm's scheduling system and costs control system shall be described. Methods for assuring subcontractor's and material suppliers adherence to schedule shall be highlighted. Describe the firm's ability to hold to original schedules and budgets.

The following questions shall be addressed:

1. Do you use or provide computer-generated schedules for the management of construction.
2. Do you include the processing of shop drawings and other submittals in your schedule?
3. How do you coordinate development of schedule information from subcontractors and material suppliers?
4. Attach a sample schedule which best illustrates your overall scheduling capabilities to meet an Eight (8) Month construction time frame to Substantial Completion.
5. List the last five (5) construction management projects you have completed. Provide original and final contract dollars and schedule.

C. Project Staff/Key Personnel (15)

The ability and experience of the field staff will be evaluated with specific attention to project related experience.

Give brief resumes of key personnel (including the Project Manager and Site Superintendent) to be assigned to this project including, but not limited to, the following:

1. Name and title
2. Job assignment for this project
3. Percentage of time to be assigned to this project
4. Number of years with the firm
5. Experience, include types of projects, size of projects, projects similar in scope to this RFP, and specific project involvement
6. Education and active registrations
7. Note any project experience that was on K-8 educational facilities or rural publicly funded projects using the CMAR project delivery method.

D. Overall Approach Methodology (15)

1. Describe the capabilities of your staff to provide the technical services required for the following items:
 - a. Budget Estimating
 - b. Value Engineering
 - c. Life Cycle Cost Analysis
 - d. Construction Scheduling/Schedule Control
 - e. Constructability Analysis
 - f. Cost Control
 - g. Quality Control
 - h. Management of Subcontractors and Suppliers

2. Submit your firm’s subcontractor and supplier selection plan (how do you assure quality sub- contractors and material suppliers). Subcontractors may be selected based on qualifications alone or on a combination of qualifications and price. Subcontractors shall not be selected on price alone.

E. Workload (10)

List all outstanding contracts with other entities for projects over \$1,200,000. Include contract dollar amount, contracting entities names and addresses, status of completion and project completion dates. Indicate the work load anticipated for staff members proposed on this project between May and December 2016.

F. Fee Proposal (25)

The Offeror shall provide a fee proposal as part of the CMAR selection process. Fee Proposal Form is on RFP pg 17.

The Fee Proposal Form includes a table similar to the following. Budgeted Direct Construction Cost is identified in Terms and Conditions, RFP paragraph 1.

Fees	Fee Percentage (Fee as % of Direct Construction Cost Budget)	Fee in Dollars (Fee % multiplied by Direct Construction Cost Budget)
Preconstruction Services - This will be the amount of the preconstruction services agreement.		
Construction Phase - CM’s Site Management Fee		
Construction Phase CM’s Overhead & Profit		
Total CM Fees		

Fees will be scored in direct relation to their variance from the lowest fee based on the average fee.

The School will award a preconstruction phase contract to the highest scoring Offeror. This Offeror will be informed in a timely manner and should be prepared to commence work immediately following execution of the preconstruction services agreement and receipt of the Notice to Proceed. In the event contract award is unsuccessful with the first selected Offeror, the School may choose to award the contract to the next Offeror in the ranking.

Preconstruction Services Fee

The preconstruction services agreement fee amount shall be the lump sum amount as proposed. It is subject to adjustment for cause as allowed herein and agreed to in advance by the School. It is not subject to adjustment due solely to inflation or bid costs over or under the Budgeted Direct Construction Cost, as amended.

Construction Agreement

The construction agreement contract amount shall be the Guaranteed Maximum Price (GMP) which is the sum of the Actual Direct Construction Cost plus the CM site management fee, the CM contingency, and the CM overhead and profit. Payment and performance bonds shall be written for the full amount of the GMP.

CM Site Management Fee

The CM site management fee shall be the percentage indicated on the proposal times the Actual Direct Construction Cost shown on the construction agreement.

CM Overhead and Profit

If the Actual Direct Construction Cost portion of the GMP is greater than or equal to the Project Budgeted Direct Construction Cost, as amended, or lower than it by no more than four percent, the CM's overhead and profit shall be the proposed percentage for overhead and profit applied to the Project Budgeted Direct Construction Cost, as amended. If the Actual Direct Construction Cost portion of the GMP is less than the Project Budgeted Direct Construction Cost, as amended, by more than four percent, the CM's overhead and profit shall be the proposed percentage for overhead and profit applied to the Actual Direct Construction Cost.

INTERVIEWS AND PRESENTATIONS

After the firms have been evaluated based on their written submissions, at least three (3) firms but no more than five (5) with the highest scores will be more closely considered through a presentation or interview to further evaluate their approach and ability to perform on this particular project.

The interviews shall be a total of 45 minutes:

- 30 minutes oral presentation on the firm
- 15 minutes on the project management and scheduling plan for this project

Time will be allowed for questions and answers after presentation. Firms

interviewed will be expected to address the following:

A. Overall Approach Methodology (25)

Discuss your approach to this project and other projects similar in scope for which you have previously completed work. Indicate issues and problems that have arisen and how your firm resolved them to the benefit of the project and school district.

B. Proposed project staff and functions (25)

The firm shall name the actual staff to be assigned to this project, describe their ability and experience and indicate the function of each within their organization and their proposed role on this project. Staff is required to be present at the time of the interview. Resumes and background information of assigned staff members shall be provided at this time. The proposed project staff (Project Manager and Site Superintendent) shall lead the presentation.

C. Project Scheduling (20)

As part of the project approach, the firm shall propose a scheduling methodology for effectively managing and executing the work to meet the established Eight (8) Month construction time frame to Substantial Completion. The firm shall indicate its procedure for scheduling and for compliance controls.

D. References (20)

Provide recommendations from previous owners and architects. References listed will be checked and provided to the Selection Committee. Firms shall provide recommendations and examples from previous owners.

E. Additional questions from the School (10)**SELECTION PROCESS**

- A. The School shall appoint a Selection Committee consisting of appropriate representatives at its discretion.
- B. The Selection Committee will review all Statements of Proposal received on time, which are responsive to the solicitation requirements and determine the firms with the highest score using the selection criteria established for the project.
- C. The Selection Committee will conduct interviews and receive presentations from the firms with the highest scores and will establish ratings for each firm in accordance with the scoring criteria established for the project. Following interviews, firms will be evaluated based on their submission, references and presentations. A combined average score from both the submittals and interviews will be used to determine the final ranking of the firms.
- D. The School shall engage, or authorize one or more persons to engage the highest ranked finalist in negotiations for the purposes of executing a contract. In so doing, the School shall determine and negotiate compensation that is fair, competitive and reasonable for these services to be supplied. Should the School Board or its designee(s) be unable to negotiate a satisfactory pre-construction and / or construction services contract with the finalist at a price the School determines to be fair, competitive and reasonable, the School shall formally terminate negotiations and then undertake negotiations with the second choice finalist. Failing accord with the second most qualified firm, the School shall formally terminate negotiations with such firm and then enter into negotiations with the third choice finalist.

SUBMITTAL REQUIREMENTS

Four (4) copies of your submittal must be submitted. The original copy should be clearly marked, "ORIGINAL" and the three (3) copies should be clearly marked, "COPY". Desert Star Community School will not assume responsibility for any costs related to the preparation or submission of the submittal. In order for your submittal to be considered, the following should be included and should be referenced with *index tabs*:

Tab 1. Firm's Description:

Letter of Introduction and interest signed by an officer or partner of the responding firm. This shall include firm's organizational chart, local office primary contact, number of years you have been in business in Arizona continuously using the same name and the form of ownership. Letter shall include specific reasons why firm would be the best choice for the specified projects.

Tab 2. Litigation:

The CMAR must have an acceptable history of working proactively to avoid litigation with Owners in providing construction management services.

Describe all litigation related to business activities including construction fraud, theft, conversion securities violation or similar kinds of claims involving business practices of any kind involving CMAR, within the last five years.

Tab 3. References: The CMAR must demonstrate a positive relationship with prior clients:

Submit five (5) Owner references of prior clients for construction management services within the past five

(5) years. List the contact name, position, entity name, email, telephone and fax number (*page18.*)

Tab 4. Initial Screening Criteria:

- A. Related Building Experience
- B. Scheduling and Cost Control
- C. Project Staff/Key Personnel
- D. Overall Approach Methodology
- E. Workload
- F. Fee Proposal

Tab 5. Mandatory Compliance Information: See page 8.

Tab 6. Financial Stability Statements: See page 8.

Tab 7. Signed Documentation Section:

- A. Offer and Acceptance (page 15)
- B. Notarized Non-Collusion Affidavit (page 16)
- C. Signed Vendor Registration Form (page 17)
- D. Fee Proposal Form (page 18)
- E. References (page 19)

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.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

DUNS No. _____

Fax: _____

Tax Rate: _____ %

E-mail: _____

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Proposal 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 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
6. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
7. 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.

-----OFFICE USE ONLY-----

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.

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

VENDOR REGISTRATION FORM

Desert Star Community School
Phone 928-282-0171
Fax 928-284-9565
Attention:
Administrator

We require all new vendors to complete this form and return it to us prior to purchase authorization.

Please complete this form ASAP and fax it to 928-284-9565

Business name (or individual) _____

Check appropriate type of business:

Individual/Sole proprietor Partnership
Corporation Other

Order mailing address: (street) _____

-

_____ (City, state, zip)

Phone number _____ **Fax** _____

Email address _____

Web Page _____ **Remit address:** (street) _____

_____ (City, state, zip)

Physical address (Required) (street) _____

-

_____ (City, state, zip)

Social security number: _____

Or: Federal Employer Identification Number: _____

Type of Service provided (example: electrician, consultant, architect, supplies, parts) _____

Do you collect sales tax for the State of Arizona? Yes NO

Please read before signing:

A Purchase order is our promise to pay. We will not be responsible for any orders placed prior to a Purchase order number being assigned. No invoice will be paid prior to items being received or service complete. To avoid delays in payment please include the PO number on all invoices and shipping labels.

Name of person completing form (printed): _____

Signature: _____ Date: _____

Title/Position _____

FEE PROPOSAL FORM

The undersigned Offeror hereby offers, in the amounts stated below, to furnish all services for both the preconstruction Phase and Construction Phase and to furnish all labor, materials, tools, equipment, apparatus, transportation and permits for the construction of Desert Star Community School 2016 Campus Expansion Project, in accordance with all the requirements of the Request for Proposals and to the satisfaction of the School.

The Offeror also hereby agrees to enter into contract for the Project if the School accepts this proposal. The Direct Construction Cost Budget for this project is \$1,200,000.

TOTAL FEE PERCENTAGE: _____ % _____

TOTAL FEE IN DOLLARS: _____ (lump sum)
 (Fee Percentage multiplied by Direct Construction Cost Budget)

Reference RFP page 10, paragraph F for a description of construction phase costs in each category of fees listed below.

Fees	Fee Percentage (Fee as % of Direct Construction Cost Budget)	Fee in Dollars (Fee % multiplied by Direct Construction Cost Budget)
Preconstruction Services - This will be the amount of the preconstruction services agreement.		
Construction Phase - CM's Site Management Fee		
Construction Phase CM's Overhead & Profit		
Total CM Fees		

The total GMP Not-to-Exceed construction Contract Amount shall be the sum of the total Direct Construction Cost plus the above percentage fees (excluding the fee for Preconstruction Services) multiplied by the total Direct Construction Cost Budget.

The School reserves the right to reject any and all proposals and to waive any irregularities.

The proposal is subject to General Conditions as referenced in AIA General Conditions 201, 2007 Edition.

 Signature of person authorized to sign

 Print Name & Title

REFERENCES

INSTRUCTIONS: Enter the requested information for clients for whom you offer similar services as those requested under this solicitation. References are preferred from clients in Arizona charter schools or school districts using your firm in the last five years. Each client may be initially contacted and asked questions and could be contacted again for clarification.

We will be requesting information from those references and may discuss the following:

Size of entity and/services used	Participation and assistance when “issues” arise
Rationale for vendor selection	Willingness to travel to meetings, if needed
Other firms considered by client prior to selection	Client satisfaction for the money spent
Start-up and how firm handled projects	Satisfaction with “customer service”
Ability of firm to provide results in a timely manner	Ease of understanding billings
Experience and expertise as perceived by the district	Security issues with regards to School information
Initial and ongoing firms responsiveness to needs	Any value added services provided by vendor

Name of Client: _____

Contact: _____

Email and Telephone Number: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Email and Telephone Number: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Email and Telephone Number: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Email and Telephone Number: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Email and Telephone Number: _____

Length of Client Relationship:
