

Elfrida Elementary School District No. 12

INVITATION FOR BID

Issuance Date: 3/20/19
Bid No. 18-19-01
Material and/or Service: SFB Weatherization Project
Bid Due Date: 4/10/19 Time: 11:00 A.M. (Arizona Time)
Opening Location: Elfrida Elementary School District No. 12
4070 Jefferson Road
Elfrida, Arizona 85610

Pre-Bid Conference/
Site Walk-Through: 03/29/19 @ 1:00 P.M. (Arizona Time)
4070 Jefferson Road
Elfrida, Arizona 85610

Last Day for Questions: 04/03/19 by 5:00 PM (Arizona Time)

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by the Elfrida Elementary School District No. 12, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. **If you need directions to our office**, please call 520-642-3492.

A pre-bid meeting and site walk-through is scheduled at the time and location listed above. Bidders are strongly encouraged to attend.

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

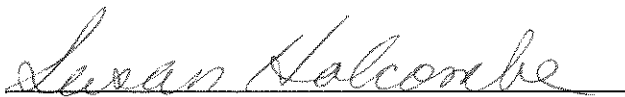
Bids must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the outer envelope. All bids must be written legibly in ink or typewritten. Additional instructions for preparing a bid are provided herein.

The District reserves the right to reject any or all Bids, or to waive any informality in any Bid. No Bidder may withdraw his Bid for a period of ninety (90) days after the date set for the opening thereof.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

Questions regarding this Invitation for Bid should be directed to:

Susan Holcombe
Email: Susan.Holcombe@yahoo.com



Susan Holcombe
Elfrida Elementary School District No. 12

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DOCUMENTS REFERENCED:

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

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

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

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

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

- 1.1. **“Attachment”** means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.
- 1.2. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.
- 1.3. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- 1.4. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- 1.5. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- 1.6. **“Contract Amendment”** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.
- 1.7. **“Contractor”** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.
- 1.8. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- 1.9. **“District”** means Elfrida Elementary School District No. 12.
- 1.10. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.11. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- 1.12. **“Offer”** means Bid, Proposal, or quotation.
- 1.13. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- 1.14. **“Offeror”** means a person submitting a Bid or Proposal in response to a solicitation.
- 1.15. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.
- 1.16. **“Responsible Bidder or Offeror”** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- 1.17. **“Responsive Bidder or Offeror”** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.

- 1.18. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.
- 1.19. **"Solicitation Addendum"** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- 1.20. **"The Solicitation Contact Person"** for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation.
- 1.23. **"Subcontract"** means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. PRE-OFFER INQUIRIES

- 2.1. **Duty to Examine.** It is the responsibility of the Bidder or Offeror to examine the entire Solicitation, seek clarification in writing, and check it's Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.
- 2.2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder or Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3. **Submission of Inquiries.** The Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.
- 2.4. **Requests for Exceptions.** A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be accepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.

A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline.

A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

If the Bidder or Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

- 2.5. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- 2.6. **No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.
- 2.7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

3. OFFER PREPARATION

- 3.1. **Forms: No Facsimile or Electronic Offers.** An Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, electronic, or mailgram offer shall be rejected.
- 3.2. **Typed or Ink; Corrections.** The Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. **Acknowledgement and Acceptance Form:** The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Bidder or Offeror.

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

- 3.4. **Offer and Acceptance Form.** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- 3.5. **Subcontractors.** A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. **Cost of Offer Preparation.** District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.
- 3.7. **Solicitation Addendum.** Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer

Deadline. Failure to return a signed copy of a material Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.

- 3.8. Tax Identification Numbers.** A Bidder or Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- 3.9. Taxes.** Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.
- 3.10. Shipping/Delivery.** Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.
- 3.11. Order of Precedence.** A Solicitation includes, in addition to the Invitation for Bid the following documents listed in their order of precedence:
- 1st Solicitation Addendums
 - 2nd Special Requirements of the Solicitation
 - 3rd General Terms and Conditions of Contract
 - 4th Statement of Scope of Work/Specifications
 - 5th Solicitation Attachments and Exhibits
 - 6th Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

4. SUBMISSION OF OFFER

- 4.1. Sealed Envelope or Package.** Each Offer shall be submitted to the submittal location identified in the Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- 4.1.1. Offer Amendment or Withdrawal.** The Bidder or Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.
- 4.2. Confidential Information.**
- 4.3.1. Request for Confidentiality.** If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.
- 4.3.2. Public record.** All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.

- 4.3. Certifications of Bidder or Offeror.** By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:
- 4.3.1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.
 - 4.3.2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.
 - 4.3.3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.
 - 4.3.4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
 - 4.3.5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
 - 4.3.6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.
 - 4.3.7. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel in accordance with ARS 35-393.

5. ADDITIONAL OFFER INFORMATION

- 5.1. **Late Offers.** An Offer submitted after the Offer Deadline shall be rejected.
- 5.2. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.3. **Confirmation.** District may contact the Bidder or Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.
- 5.4. **Offer Acceptance Period.** The Bidder or Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.
- 5.5. **Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

6. AWARD

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

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

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

7. PROTESTS

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

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

General Terms and Conditions of Contract

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

1. CANCELLATION

- 1.1. **Cancellation for Bankruptcy or Acquisition.** District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- 1.2. **Cancellation for Conflict of Interest.** District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.
- 1.3. **Cancellation for Convenience.** District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- 1.4. **Cancellation for Non-performance or Contractor Deficiency.** District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:
 - Failing to comply with the accepted terms and conditions of the Contract;
 - Providing material that does not meet the specifications of the Contract;
 - Providing work and/or material that was not awarded under the Contract;
 - Failing to adequately perform the services set forth in the scope of work/services and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
 - Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.
- 1.5. **Cancellation for Replacement.** District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.
- 1.6. **Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- 1.7. **Cancellation for Improper Conduct.** District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- 1.8. **Cancellation by Contractor.** Unless otherwise provided in the Special Requirements of the Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an

annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.

- 1.9. **Cancellation for Lack of Appropriation.** District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

2. CONTRACT ADMINISTRATION

- 2.1. **Records and Audit.** Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.
- 2.2. **Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.
- 2.3. **Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.
- 2.4. **Notices.** Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person indicated on the Solicitation cover sheet. The Solicitation Contact Person and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice, and an Amendment to the Contract shall not be necessary.
- 2.5. **Property of District.** Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.
- 2.6. **Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

3. CONTRACT AMENDMENTS

- 3.1. **Amendments.** The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.
- 3.2. **Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- 3.3. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

4. CONTRACT CLAIMS

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

5. CONTRACT INTERPRETATION

- 5.1. **Governing Law.** The Contract is governed by Arizona law, including the School District Procurement Code.
- 5.2. **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:

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

A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the contract or agreement, and is signed by the District Representative.

- 5.3. **Severability.** The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 5.4. **No Parole Evidence.** The Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the Contract.
- 5.5. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.

6. CONTRACTUAL REMEDIES

- 6.1. **Right to Assurance.** If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.
- 6.2. **Stop Work Order.** District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 6.3. **Nonconforming Tender.** Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

- 6.4 Right to Offset.** District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.
- 6.5 Non-exclusive Remedies.** The rights and the remedies of the parties under the Contract are not exclusive.
- 6.6 Force Majeure.** Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract
 - Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.

The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

7. FEDERAL and STATE REQUIREMENTS

- 7.1. Fingerprinting Requirements.** Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.
- 7.2. E-Verification.** Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- 7.3. Registered Sex Offender Restriction.** Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.
- 7.4. Non-Discrimination.** Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.
- 7.5. Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise

in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors.

8. INSURANCE AND SAFETY

8.1. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

8.2. Insurance Coverage. Unless other coverage's or amounts are specified in the Special Requirements of the Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:

Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Elfrida Elementary School District No. 12 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following language: "Elfrida Elementary School District No. 12 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

Property Insurance

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

8.3. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

8.4. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its

employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

9. LICENSES

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

10. PAYMENT

10.1. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.

10.2. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

10.3. Progress Payments. R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the District. It is the responsibility of the District to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approved, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the District issues a written statement to the Contractor that the estimate of work is not approved and certified, the District may withhold an amount from the progress payment that the District reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Contractor agrees to hold the District harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the District will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the District.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

10.4 Retention. Ten (10) percent of all contract payments shall be retained by the District as insurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to the District for each progress payment.

When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor's requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the District and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide the District with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the District.

10.5. Final Acceptance

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

10.6. Final Payment

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

1. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
2. Contractor to provide onsite training for maintenance personnel as per District project manager direction.
3. The contractor shall have delivered all required submittals and shop drawings to the District.
4. Project Record Documents
 - A. As the work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of prints of the Drawings and Shop Drawings and a copy of the Specifications which are maintained solely for the purpose of this documentation. Keep this record set of Contract Documents and Shop Drawings at the project site for review by the Owner and Architect. Information contained in the record documents shall include, but not be limited to:
 - a. Modifications made by Addenda, Change Orders, Construction Changes Directives and Architect's Supplemental Instructions which shall be transferred to the record documents.
 - b. Modifications made to accommodate field conditions.
 - B. Upon Substantial Completion of Work, deliver the complete set of Record Documents including prints, shop drawings and annotated Specifications with two (2) scanned electronic copies of each to the Architect for Approval.
 - C. Owner's Manual: Prior to final payment, submit one (1) hard-back, loose-leaf binder containing the following required submittals and any others required in other sections, suitably typed, indexed and labeled for ready reference:
 - a. Subcontractors, major suppliers list with companies' names, addresses and telephone numbers.
 - b. Warranties and certifications.
 - c. Affidavit from general and subcontractors on use of asbestos free materials.
 - d. Maintenance/operation instructions and parts list (other than Divisions 15 and 16).
 - e. Copy of project Purchase Order.
 - f. Copy of all submittals and shop drawings.
 - g. Copy of Contractors last pay application.
 - h. List of Extra Materials supplied to Owner, signed by Owner's representative.
 - i. Other items required by the Specifications.

11. RELATIONSHIP OF PARTIES

11.1. Independent Contractor. Contractor is an independent contractor to District.

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

12. RISK AND LIABILITY

- 12.1. Risk of Loss.** Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.
- 12.2. General Indemnification.** Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.
- 12.3. Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- 12.4. Third Party Antitrust Violations.** Contractor assigns to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

13. TAXES

- 13.1. Payment of Taxes.** District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- 13.2. Pre-tax Prices.** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.
- 13.3. Federal Excise Tax.** District is exempt from paying federal excise tax.
- 13.4. Property Taxes.** District is exempt from state and county property taxes.
- 13.5. State and Local Transaction Privilege (Sales) Taxes.** District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

13.6. Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

14. WARRANTY/QUALITY GUARANTEES

14.1. Fitness. Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

14.2. Inspection. Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.

14.3. Quality. Unless otherwise specified in the Special Requirements of the Solicitation, Contractor warrants that for two (2) years after acceptance by District, the equipment, materials, and service shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purposes for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
- Adequately contained, packaged and marked as the Contract may require; and
- In conformance with the written promises or affirmations of fact made by Contractor.

14.4. Compliance with Applicable Laws. The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.

14.5. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

14.6. No Liens. Contractor warrants that the materials supplied under the Contract are free of liens.

14.7. Survival of Rights and Obligations.

- Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
- Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

Special Requirements of the Solicitation

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

This project is receiving funding from the Schools Facilities Board (SFB). Contract award is contingent upon approval of the SFB.

All invoices, pay applications and change orders must be submitted on AIA form or AIA formatted forms for possible School Facilities Board review.

It is expected that the award for this contract will be made in 14 days. However, no commitment is made to this award date.

Contract Type

The Invitation for Bid (IFB) and the AIA Document A105 will be utilized for the procurement and govern any resultant agreement awarded by the Governing Board.

Bid Bond

A certified or cashier's check or a surety bond, provided from a surety company licensed by the State of Arizona, payable to Elfrida Elementary School District No. 12 for ten percent (10%) of the amount of the bid must accompany each bid as a guarantee that the Contractor will enter into a contract to perform the bid in accordance with the plans and specifications or as liquidated damages in the event of failure or refusal of the Contractor to enter into the contract. The check or bond will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory performance, payment bond and contract, as prescribed by Arizona Revised Statutes. No other bonds will be accepted. The bid will not be considered valid if the required Bid Bond does not accompany the bid. Cost of bid bond must be included in bid price.

Performance and Payment Bond/Bid Security

Pursuant to the School District Procurement Code, the District requires the following for the Solicitation:

- A Bidder must provide acceptable bid security for the full stated in the Offer. Acceptable bid security is a certified or cashier's check or an annual or one-time bid bond issued by a security company authorized to do business in the State and rated "B+" or higher in Best's Guide in the amount of the full price stated in the Offer. An Offer submitted without acceptable bid security is nonresponsive.
- Upon award of Contract, Contractor must provide to District acceptable performance and payment bonds for the full price of the Contract, including sales tax, from a surety company authorized to do business in the State. The surety company must be rated "B+" or higher in Best's Guide. Personal surety bonds are not acceptable. The required bonds must be provided to District within ten (10) days after District issues the Acceptance of Offer and Award of Contract to Contractor. If acceptable bonds are not provided within the ten (10) day period, District may cancel the award of Contract and enforce the bid security. No purchase order shall be issued, no work shall begin, and no payment will be made until acceptable performance and payment bonds are delivered to District.

The cost of Contractor's performance and payment bonds is a reimbursable expense paid by the District separately from the Contract price. In its Offer, the Bidder shall include the formula that Bidder and its surety will use to calculate the cost of required performance and payment bonds and shall not include the cost of performance and payment bonds in its bid pricing.

Clean Up

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

Subcontractors

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

It is the responsibility of the bidder to insure Elfrida Elementary School District No. 12 that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. **The bidder shall supply proof of certification, as stated in this Invitation to Bid, for any subcontractors they may retain.** This shall be a minimum requirement in evaluating the acceptability of a subcontractor. Elfrida Elementary School District No. 12 reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.

It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Elfrida Elementary School District No. 12 property.

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

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

LOCATING AND MARKING OF UNDERGROUND UTILITIES

Locatable utilities

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

Non-Locatable Utilities

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

District Delays

As required by R7-2-1087(D), the contractor will negotiate with the District for the recovery of damages related to expenses incurred by the contractor for a delay for which the District is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation shall not be construed to void any

provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

Extra Work

The contractor shall perform such extra work and charge the owner at actual cost of labor and materials. The contractor shall have the right to add not more than 10% to the subcontractor's prices for authorized extra work performed solely by the subcontractors. Such percentage shall include all of the contractor's charges for overhead, profit, administration and supervision. A 10% mark-up for overhead, profit, administration and supervision may be added to the contractor's cost of labor and materials for extra work authorized to be done by their own forces. The subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 10% of cost of labor and materials. The contractor and subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above. Note: Any additional work must have prior written approval by the District Representative, before the contractor proceeds with work.

Permits

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

Timeline

Contractor shall supply a construction schedule for the timeline of stages and completion of the project. The Arizona School Facilities Board may award/fund project as late as on/after July 1, 2019. Therefore, bidders must hold their pricing firm through completion of project. Every attempt will be made to award the contract sooner provided SFB funding is available. The contract is contingent upon SFB approval and funding and is subject to Valley Union High School District Governing Board Approval of the Bid Award. Final start date will be provided upon issuance of Purchase Order. It is anticipated the project will be completed within 60 days.

Scope of Work

Elfrida Elementary School District No. 12 is seeking bids from qualified contractors for SFB weatherization project defined herein.

Submittals

Submittal requirements, if applicable, will be indicated on the drawings and plans.

Specifications

Drawings, plans and specifications are available at <https://www.elfridaschools.org/> and will also be available for review at the Pre-Bid Conference/Site Walk-Through indicated on the cover page of this document.

The Contractor shall before submitting any proposal examine the proposed site and shall determine for him/herself the conditions that may affect the work. No allowance will be made if the Contractor fails to make such examinations. Field verify existing conditions.

The Contract or any part thereof shall not be subject to a Subcontractor who has not paid taxes as provided in Section 34-241, Arizona Revised Statutes. It shall be mandatory on the Contractor to whom the Contract is awarded, and upon any Subcontractor under him, to comply in every respect with the provisions of Title 23, 32, 34, Arizona Revised Statutes and with all other requirements of the State of Arizona, applicable to contracts for the construction of public works, and with all applicable City, County, State and Federal Laws and Ordinances.

Acknowledgement and Acceptance of Terms and Conditions of the Solicitation/Addendum

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

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

**Addendum Acknowledgement: I/We have received and consider addenda through
Addendum # _____**

Check one of the following responses to the terms and conditions in the Solicitation, including the:

- The Offeror takes **no** exceptions or modifications to the terms and conditions of the Solicitation.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your bid from consideration for award. Elfrida Elementary School District No. 12 shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)

Signature of Representative of Bidder or Offeror: _____

Printed Name of Representative: _____

Date: _____

Bid Requirements & Timeline

One (1) original bid must be submitted. Elfrida Elementary School District No. 12 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with **sectioned tabs**:

1. Bid Security
2. Acknowledgement and Acceptance of Terms and Conditions of Solicitation
3. Request for Confidentiality of Proprietary Information, if needed
4. Bid Cost Form
5. Offer and Acceptance Form
6. Non-collusion Affidavit
7. W-9 Form
8. Certificate of Insurance
9. Subcontractors List
10. Asbestos and Hazardous Material Statement
11. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
12. The form of contract for any award made as a result of this bid will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the bid contract must be included with the bid.
13. Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Include photocopy of License with bid. This requirement applies to all subcontractors as well.

COMPANY BIDDING

Bid Cost Form
Bid No. 18-19-01

Total cost of this project is to include delivery to site, material, equipment, and labor to complete the required Scope of Work for Elfrida Elementary School District No. 12.

\$ _____ SFB Weatherization Project Lump Sum Base Bid

\$ _____ Sales Tax

\$ _____ Lump Sum Total Cost Including all Sales Taxes

Bidders should submit AIA Document G703 Schedule of Values. Schedule of Values will be utilized for pay requests.

SUPPLEMENTAL LINE ITEMS

If additional work is required:

1. Cost per 4'x8' plywood sheet for removal and replacement of roof or wall sheathing:

(\$ _____ per 4'x8" sheet) Includes all markups.

2. Cost per square foot for removal and replacement of additional stucco and insulation board:

(\$ _____ per square foot removal and replacement stucco) Includes all markups.

3. Cost per square foot for removal and installation of interior drywall, finished:

(\$ _____ per square foot of interior drywall) Includes all markups.

4. Cost per square foot for removal and installation of wall insulation:

(\$ _____ per square foot of wall insulation) Includes all markups.

Company Name: _____

OFFER AND ACCEPTANCE FORM

The Undersigned hereby bids 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 Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Tax Rate: _____ %

Company Name _____

Address _____

City _____ State _____ Zip _____

For clarification of this bid, contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Signature of Person Authorized to Sign Bid

Printed Name _____

Title _____

Contractor's License Class & No. _____

CERTIFICATION

By signature in the Bid section above, the Bidder certifies:

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Bidder 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 Bidder has not given, directed 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder 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. § 35-393, the Bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
6. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, 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.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF BID

The Bid 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 Bid as accepted by the School District.

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

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this day of _____ 20_____

AUTHORIZED SIGNATURE

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

Name) (Company

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

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

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

COMPANY BIDDING

Elfrida Elementary School District No. 12
GENERAL NOTIFICATION
ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

PLEASE RETURN THIS SIGNED FORM ALONG WITH YOUR REQUEST FOR BID.

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

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Elfrida Elementary School District No. 12. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to Alma Garcia at alma.garcia@elfridaelem.org.

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

HOLD HARMLESS:

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

I have read the above information and will comply.

Company Name

Authorized Signature/Local Representative

Typed Name/Position Held with Company

Mailing Address

City State Zip

Telephone Number/FAX Number

Date

Federal Tax I.D. Number

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

SEALED BID

Submitted by:
Company Name:
Address:
City, State, Zip:

Bid # 18-19-01, SFB Weatherization Project

Due Date: 04/10/19 at 11:00 AM (AZ Time)

Elfrida Elementary School District No. 12
Attn: Susan Holcombe
4088 Jefferson Road
Elfrida, Arizona 85610

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER
