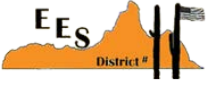


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|  | Eloy Elementary School District, #11 Invitation For Bid | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
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| INVITATION FOR BID # | 20-01-20 |
| MATERIAL OR SERVICE | Weatherization at Curiel Primary School |
| DUE DATE & TIME | January 22, 2020, 11:00 AM (Mountain Standard Time) |
| OPENING TIME | January 22, 2020, 11:01 AM (Mountain Standard Time) |
| DISTRICT'S WEBSITE | www.loyesd.org |
| OPENING LOCATION | Business Office 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| PRE-BID CONFERENCE DATE AND TIME | January 7th, 2020 at 11:00 AM |
| LOCATION | Parking Lot at Curiel Primary School, 1000 N Curiel Street |
| QUESTIONS & SUBSTITUTION REQUESTS DUE BY EMAIL | No later than noon on January 10, 2020. |

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, competitive sealed bids for the material or services specified will be received by the **Eloy Elementary School District**, at the above specified location, until the time and date cited. Sealed bids received by the correct time and date shall be opened and the vendors' pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If directions to the office are needed**, please call (520) 466-2100. The Invitation for Bid and all Amendment(s) will be posted to www.loyesd.org. It is the vendor's responsibility to check for and acknowledge Amendments.

Offers 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 Offers shall not be considered. Offers must be submitted in a sealed package using the District provided label and/or envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

Two (2) sets of the bid package are requested: one marked "**Original**", plus one marked "**Copy**". Robert Polcar Architects (Architect) developed the Scope of Work in conjunction with the SFB for the Weatherization at Curiel Primary School Project.

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

Ed Saucedo

December 12, 2019


Ed Saucedo, Business Manager

Date

Phone: (520) 466-2100

Email: edward.saucedo@loyesd.net

This solicitation document originated at the District's website, www.loyesd.org, which serves as its official site for all related materials. The District shall not be liable for any solicitation documents or materials obtained by any other source. All amendments to related solicitation documentation may be found on the District's website, www.loyesd.org.

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NOTE: Bolded forms above should be submitted with your bid.

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: <http://www.azleg.gov/arstitle/>

Arizona Department of Revenue at: <https://azdor.gov/transaction-privilege-tax/contracting-guidelines>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:

http://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

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1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform 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 Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Owner”** means the Eloy Elementary School District.
- K. **“MRRA Tax”** means Maintenance, Repair, Replacement and Alteration. Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing material that will be incorporated into an MRRA project when the base bid is less than \$750,000, as outlined by the Arizona Department of Revenue.
- L. **“Person”** means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- M. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- O. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- Q. **“School District”** means the School District that executes the Contract.

2. Inquiries


- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the solicitation shall be directed solely to the solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, Page, and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

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- D. Timeliness. Any inquiry shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review. Failure to do so may result in the inquiry not being answered or considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses or Electronic Mail Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the 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, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax


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number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.

- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
- M. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 1. Amendment;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement of Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors

4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this 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.
- B. Offer and Acceptance. Offer shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed by the person authorized to sign the offer, and shall be submitted with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate District interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the District Representative within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.


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- F. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
 3. By submission of this Offer, 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; and
 4. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. § Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all offers or portions thereof; or
 3. Cancel a solicitation.

6. Award

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- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. 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 shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Ruby James, who is the Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- E. The form of relief requested; and
- F. The interested party shall supply promptly any other information requested by the District Representative.

8. Time for filing protests R7-2-1143

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District Representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform 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 Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- I. **“MRRA Tax”** means Maintenance, Repair, Replacement and Alteration. Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing material that will be incorporated into an MRRA project when the base bid is less than \$750,000, as outlined by the Arizona Department of Revenue.
- J. **“Offer”** means bid, proposal or quotation.
- K. **“Offeror”** means a vendor who responds to a Solicitation.
- L. **“Owner”** means the Eloy Elementary School District.
- M. **“Prime Contract Tax”**, If the construction contractor’s base bid is greater than \$750,000, then Prime Contract Tax applies to the project and is governed by those rules and law set forth by the State of Arizona.
- N. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- O. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- P. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- Q. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- R. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- S. **“School District”** means the School District that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of


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this Contract as if fully stated in it.

- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement or Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Documents Referenced in the Solicitation;
 9. Bid Response.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**


- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability
- C. Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

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- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- I. Federal Immigration and Nationality Act. By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable,

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contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.


- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

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- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.


- 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
 - 1. Of a quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


8. School District's Contractual Remedies

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- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

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

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E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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

10. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

11. Gift Policy

The District has adopted a zero tolerance policy and will not accept any gifts, gratuities or advertising products from vendors.

12. Terrorism Country Divestments

Per A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

13. Boycott of Israel


Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

14. Fingerprint Clearances

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

15. Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written approval of the District Representative.

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1. **Pre-Bid Conference**

A Pre-Bid Conference will be held at the time and location indicated on Page 1. Unless otherwise noted, attendance is not mandatory but is highly recommended. The purpose of the pre-bid conference will be to clarify the contents of the IFB and observe the site. Contractor is responsible to visit the site to ascertain the full extent of the work required. No additional Compensation will be allowed for failure to ascertain full extent of the work required through visual inspection of existing conditions and that detailed and Specified within the contract documents. The District Reserves the right to schedule an additional prebid conference if needed to promote competition.

2. **Inquiries**

All questions regarding this IFB must be submitted in writing no later than noon on January 10, 2020 by email to Ed Saucedo at edward.saucedo@eloyesd.net AND copied to Robert Polcar from Robert Polcar Architect at bob@rparchitects.com. The bidder should not contact any other individuals to obtain information concerning the solicitation or its contents.

3. **License**

A contract may only be awarded to the lowest responsive and responsible bidder that holds the type of license required in the scope of work.

4. **Interpretations and Amendments**

Should a bidder find discrepancies in, or omissions from, the Solicitation Documents, or is in doubt as to their meaning, bidder must at once notify the District, who will send a written instruction to each person receiving a set of documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Amendment. Receipt of any Amendment so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

5. **Purpose of Specifications**

Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.


6. **Use of Brand Names**

Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Eloy Elementary School District reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Eloy Elementary School District will be the sole judge on the question of equal quality, and the District's decision shall be final.

7. **Examination of Contract Documents and Project Site**

- A. Before submitting a Bid, Bidders shall carefully examine all of the Contract Documents and visit the Project site and fully inform themselves as to all existing conditions and limitations. Bidders shall include in their Bid a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Bidder might have fully informed themselves prior to the bidding.
- B. All quantities for bid submittal purposes are to be field verified by qualifying vendor prior to submitting bid submittal. The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that the Eloy Elementary School District of Arizona is under no obligation to solicit such information if it is not included with the offerors bid. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors bid.
- C. If there is a conflict between the specifications manual and drawings, the specs supersede drawings and/or if there are discrepancies the more restrictive requirement is required.

8. **Base Bid and Alternates**


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The Base Bid shall include all work as set forth in the solicitation and Amendments, in the Specifications, and in all Contract Documents, plus the specified Cash Allowances, if any. Alternates are completely described in the Specifications. In the Bid form, the blank spaces opposite the correspondingly numbered Alternates shall be completed by inserting the exact amount to be deducted from, or added to, the Base Bid for that particular Alternate only. Alternates will be awarded as budget allows.

9. Request for Approved Equal

Identification of material or equipment by manufacturer's name or trade name is not meant to give preference to any manufacturer, but merely to establish a standard.

- A. Bidders shall submit written requests to obtain approval to use unspecified products **no later than noon on January 10, 2020**. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including data necessary to demonstrate acceptability. The Owner shall consider and either approve or reject all proposals submitted and shall comply with the following requirements:
 1. If the Owner has approved any alternative product offerings, the Bidding Documents shall be modified to include the alternative products in an amendment issued to Bidders at least seven (7) days prior to the Bid date.
 2. If the Owner rejects an alternative product proposal, notice of the rejection shall be given to the Bidder prior to the deadline for receiving bids. Notice shall include an explanation for rejection of the product.
- B. The Bidder's request for approval of any substitution shall include all of the following:
 1. Complete data substantiating compliance of the proposed substitution with the Contract Documents.
 2. Product identification, including manufacturer's name, address and phone number.
 3. Manufacturer's literature showing complete product description, performance and test data and all reference standards.
 4. Samples and colors in the case of articles or products.
 5. Name and address of similar projects on which the product was used and date of installation.
 6. For construction methods, include a detailed description for proposed methods.
 7. Itemized comparison of proposed substitutions with product or method specified.
 8. Accurate cost data on proposed substitution in comparison with product or method specified.
 9. An **"Intent to Warranty"** on letterhead from the manufacturer or reputable distributor listing Eloy Elementary District as the Owner with the Curiel Primary School address.
- C. Substitution requests shall be made on the "Substitution Request Form" included in this bid package.
- D. The decision of the Owner regarding the approval of items for which substitution is requested will be final. In the event of an approved substitution, if such substitution is later determined by the Owner to be unacceptable for any reason, including the necessity to perform extended redesign or rework of the project in order to accommodate the substitution, or if it becomes apparent to the Owner that the substituted item will not perform or function as well as the specified item, the Bidder will be required to furnish the original specified item or request approval to use another substitution. The Bidder will pay all costs, expenses or damages associated with or related to the unacceptability of a substitution and the resultant utilization of any item. The Bidder further understands and agrees that a time extension will not be granted due to delays associated with or related to the unacceptability of a substitution.
- E. If a substitution is approved, no subsequent change in brand or make will be permitted unless satisfactory written evidence is presented to the Owner that the manufacturer cannot make scheduled delivery of the approved substitute item.
- F. Substitutions will not be considered for approval by the Owner prior to or after the award of the Contract if:
 1. The proposed substitution is indicated or implied on shop drawings or product data submittals and has not been formally submitted for approval by the Bidder in accordance with the above stated requirements.
 2. Acceptance of the proposed substitution will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the Owner.

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10. Submission of Bid Package

The bid package, also known as the Offer, should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be on the completeness and clarity of content and should include the forms and information listed within this Section. Using the Bid Cover Sheet (Checklist) provided within the IFB is strongly recommended to ensure all necessary information is included for the submission of a bid package.

A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by an Authorized Representative of the Offeror, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

B. Bonding

All bonds shall be provided to Eloy Elementary School District and must be from Surety Companies licensed in the State of Arizona, with a General Power of Attorney and rated "A+" in Best's Guide.

1. **Bid Bond:** An irrevocable bid security payable to the Eloy Elementary School District in the amount of 10.00% of the total bid project cost is required. This security should be in the form of a bid bond, certified check, cashier's check, or cash and must be in the possession of the District by the due time and date cited for this solicitation.
2. **Performance Bond:** The contractor shall be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Eloy Elementary School District, binding the contractor to provide faithful performance of the contract. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. The cost of this bond is itemized on the bid submittal form.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.


3. **Payment Bond:** The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100.00% of the total contract price and be payable to the Eloy Elementary School District. The cost of this bond is included in your base bid.

Payment security shall be in the form of a payment bond, certified check or cashier's check. All payment bonds must be executed on forms substantially equivalent to the payment bond forms on file at the District and incorporated by this reference. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

C. Subcontractors

A completed Subcontractor form should be included listing only one name for each branch of the work. This form should be included even if your firm is self-performing 100% of the work and not utilizing any Subcontractor(s). The Subcontractor list should be submitted in separate envelope in the bid package. It is the contractor's responsibility to know if their license classification is valid to perform the Scope of Work, as presented. Contractors listed on the Subcontractor form are only valid if the firm possesses a license for the specified type of work. The Subcontractor list may not be changed from as submitted without the Owner's written approval. It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Eloy Elementary School District 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 nonresponsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded

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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.

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

D. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

E. Bid Pricing Submittal

Bidders must submit their pricing as outlined on the Bid Pricing Submittal form. This project will be funded by the SFB and the form includes line items that are considered "unknowns" that may or may not be utilized through a change order process. Additions and subtractions will be determined upon project completion. These line items are to be added to the Base Bid and other line items listed to provide the overall Total Bid Project Cost. Other items listed on the Bid Pricing Submittal include:

1. Intent to Warranty

- A. The "Intent to Warranty" shall be included in the bid submittal package for applied products. The warranty shall be provided by the manufacturer or reputable distributor. If the bidder lists a subcontractor that is the certified applicator for applied coating systems, such as roofing, it shall be detailed within the bid response. Any deviation from this requirement shall be listed on the Deviations and Exceptions form found within the solicitation.
- B. A "Reputable Distributor" is defined as a company in business for at least five (5) years with a sales volume of \$5 million per year or more and is only applicable for applied coating products.

2. Restatement of Work

The Restatement of Work should provide a few short sentences detailing the major tasks involved in the project and include the product(s) being used. A statement such as "per plans and specs" does not qualify as indication of understanding of the Scope of Work and is not acceptable. This Restatement of Work should also include the major product(s) being used for the project. Failure to provide the restatement demonstrating competence and understanding of the Scope of Work and Specifications for the project could result in the bid being determined non-responsive.

3. Schedule (Based on Notice to Proceed)


On your letterhead, a schedule based on Notice to Proceed through Substantial Completion (120 days) should be provided and include milestones for the project.

F. Vendor Payment Form

A completed Vendor Payment form provides necessary information for the District to create a purchase order and subsequent payments and should be included in the bid package.

G. Questionnaire

A completed Questionnaire is required and provides pertinent details about the Bidder. Details sought in the Questionnaire include:

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1. Company Profile

- A. Primary Office location and Point of Contact details (address, phone numbers, email address, etc.)
- B. AZ ROC license(s)
- C. Litigation and Complaints
- D. Procedures for Fingerprinting and Background Clearances
- E. Key Personnel

2. References

A minimum of three (3) references should be included for projects of similar scope in Arizona including the following details: Owner, Contact Person, Cell Phone Number, Email Address, Value and Date of Project.

H. Asbestos Certification

The completed form should be notarized and included in the bid package to attest that all materials to be used in the project are and shall be free of asbestos.

I. Deviations and Exceptions

The form should be completed if there are any deviations/exceptions to the information found within the Invitation for Bid. Any deviation or exception not included on the form provided shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the IFB.

J. Familial Relationship Disclosure – Notarized

A notarized statement disclosing any relationship with the District or Governing Board must be included in the bid package.

K. Amendment Acknowledgement

The form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

L. Drug-Free Workplace

The form indicates if your firm has a policy in place or not and should be included in the bid package.

M. Non-Collusion – Notarized

Offeror attests that the bid is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the bid. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder. It also certifies that the Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting an offer. This form shall be notarized.

N. I.R.S. W-9 Form, Request for Taxpayer Information


Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract.

O. Offer Submission, Due Date and Time

It is the vendor's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to EESD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, EESD will not be held responsible and the late bid package will not be considered. **EESD is not in an overnight area.** Plan accordingly.

11. Evaluation

A. Opening

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Sealed bids received by the correct time and date shall be opened and each vendor's pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made.

B. Evaluation Criteria

Bids may not be considered responsive and/or acceptable if they do not contain information sufficient to perform the necessary vetting of information requested in the IFB. Necessary components include an indication of the Bidder's intent to be bound, bid pricing submittal, acknowledgement of amendment(s), appropriate bonds, warranty information, company profile and any pertinent reference data as required. As stated in the Uniform Instructions, Exceptions to the Terms and Conditions may impact a Bidder's susceptibility for award. Once the bid package is determined responsive and the bidder is determined to be responsible, price is the most important factor. A tally sheet will be developed with the pricing and costs requested in the IFB.

C. Clarification of Bid Submittals

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

D. Responsibility, Responsiveness and Acceptability

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining Offerors' responsibility as the responsiveness of bids submitted in response to the solicitation. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the bases for the determination. Bids determined to be non-responsive and/or non-responsible shall prevent the bid from evaluation and the Offeror shall be notified accordingly.

1. Mandatory Responsiveness Requirements

- a. **A Signed Offer Form is included;**
- b. **A Bid Bond is included;**
- c. **Bidder possess a valid license to perform the Scope of Work identified;**
- d. **Bidder does not have any unresolved issues at the Arizona Registrar of Contractors;**
- e. **Bidder does not have any unresolved or ongoing issues with previous District or SFB projects; and**
- f. **References demonstrating successful experience with similar projects of size and scope in Arizona via key personnel or firm are provided.**

2. Debarment, Suspension or Contract Termination


Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

3. Bid Submittal Package

Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, e.g., bonds, product information, key personnel, references, pricing and/or other requested information. Failure to submit all requested information may result in rejection of the bid.

4. Additional Responsibility Factors

- a. The proposed contractor's stability, material, personnel and other resources, including subcontractors;
- b. The proposed contractor's record of performance and integrity;

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- c. Whether the proposed contractor is qualified legally to contract with the public entity;
- d. Whether the proposed contractor supplied all necessary information concerning its responsibility;
- e. Complaints on file with the Registrar of Contractors;
- f. Prior litigation history; and
- g. References provided and others that the District reaches out to

12. Award

A. Contract Award

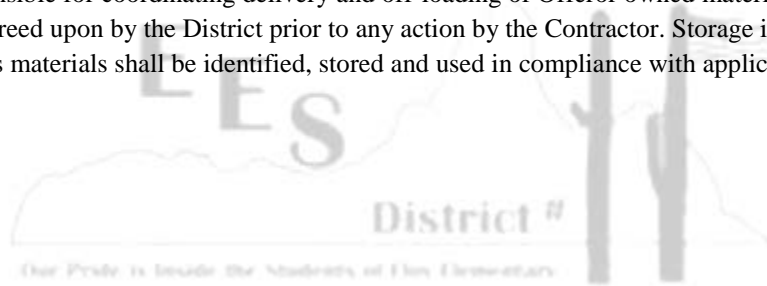
An award will be made to the lowest responsive and responsible bidder that conforms in all material respects to the requirements outlined in the Invitation for Bid. The District reserves the right to award the base bid and any combination of alternates, if any, that is deemed most advantageous to the District in determining the lowest responsible and responsive bidder. If a Bidder is awarded a contract and is unable to meet its contractual obligations, EESD may cancel the Contract and award to the next lowest ranked Bidder if the determination occurs within a reasonable time period after original Contract Award.


B. Contract Implementation Meetings

The Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings, if any, will be at the discretion of the District. The Contractor will be notified in advance of any meeting times, frequency for future meetings, if any, and locations to ensure all appropriate district and contractor staff/representatives attend. The District reserves the right to decline conference call attendance or participation.

13. Stored Materials

Offeror shall be responsible for coordinating delivery and off-loading of Offeror owned materials. Storage and set-up locations should be agreed upon by the District prior to any action by the Contractor. Storage in unauthorized areas is prohibited. Hazardous materials shall be identified, stored and used in compliance with applicable safety regulations.



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1. Purpose

The Eloy Elementary School District (EESD) (also referred to as “Owner”) is requesting bids from qualified contractors that would be interested in the Weatherization Project at Eloy Elementary School. This solicitation will be awarded based on availability of funds from the SFB.

2. Definition of Key Words Used

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a bid as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.
- C. May: Indicates something that is not mandatory but permissible.

3. Site Visit

Contractor is responsible to visit the site to ascertain the full extent of the work required. No additional compensation will be allowed for failure to ascertain full extent of the work required through visual inspection of existing conditions and that detailed and Specified within the contract documents.

4. Locating and Marking of Underground Utilities

- A. Locatable Utilities: The contractor shall be responsible for contacting the Blue Stake Center for locating and marking of utilities prior to excavating.
- B. Non-Locatable Utilities

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

5. Interruption of Existing Utility Services

The Contractor shall perform the work under this Contract with a minimum of outage time for any on-site utilities or operations. Verify and approve all interruptions with the EESD and utility company prior to work. Contractor shall notify the utility company and the EESD in advance of the time he desires the existing service to be interrupted. The amount of time requested by the Contractor for interruption of existing utility services shall be as approved by the EESD. Interruptions may occur outside regular working hours, but without incurring additional expense to the EESD.


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

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

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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.

7. Contract

This contract between the Eloy Elementary School District and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or final bid, the bid submitted by the Contractor, their responses to any requests for clarifications and/or their bid, and the American Institute of Architects (AIA) Document No. A-107, 2007 Edition, with Arizona Modifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the District reserves the right to clarify any contractual requirement in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Other AIA documents referenced within the solicitation may be viewed or forms may be obtained from the American Institute of Architects website at <http://www.aia.org>.

- A. **Contract Restructure.** The District may clarify any contract following award. This clarification shall not substantially alter the contents of the contract, but shall only edit and reformat the contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.
- B. **Changes in the Work.** After execution of the contract, any Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time shall only be performed by the Contractor upon written agreement among the District, Contractor, and Architect. Any Changes in the Work Contract Sum and the Contract Time shall be authorized only by written Contract Amendment and Change Order executed on a completed AIA Document signed by the Owner. The cost or credit to the District, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract documents, or by mutual agreement.

8. Maintenance, Repair, Replacement and Alteration (MRRA) Projects or Prime Contracting Tax

Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing material that will be incorporated into an MRRA project when the base bid is less than \$750,000, as outlined by the Arizona Department of Revenue. If the base bid is greater than \$750,000, then Prime Contract Tax applies to the project and is governed by those rules and law set forth by the State of Arizona.

9. Contract Type

Fixed Firm Price

10. Asbestos and Lead Testing

Testing for these materials has been performed and the report is attached within the Scope of Work. The Contractor shall be responsible to abate, to the minimum federal and state standards, hazardous materials disturbed by the project work in accordance with HCM report included as part of bid documents, including all certifications and inspections/ reports.

11. Investigation by Offeror


By submitting a bid, the Offeror certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.

12. Specified Materials

Contractor is to submit with his/her bid, the basic manufacture information of each of the major components of materials that make up the projects. These would include coating materials, shingles, sealants, etc. If products do not meet the performance standards, bid will be rejects. If in doubt, ask on or before noon on, January 10, 2020.

13. Price Clause

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

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14. Substitute Securities

The Owner will accept substitute securities in lieu of retention only in strict compliance with R7-2-1114. If satisfactory progress is made on the Project, one-half of the funds held as substitute security will be returned upon fifty percent (50%) completion of the Project. Interest on all substitute securities will be held until final payment. All requests for substitute securities must be made on Owner approved forms, copies of which may be obtained from the Owner upon request.

15. Contract Award

The District intends to award a firm-fixed price contract to a single Offeror, unless otherwise indicated, resulting from this solicitation to the responsible Offeror whose bid represents the best value after evaluation in accordance with the criteria identified in the solicitation. The District may waive informalities and minor irregularities on bids received. The offeror's initial bid should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the bid. The District may reject any or all bids if such action is in the District's best interest.

16. Terms of Award

It is the intent of the District to award a contract at its next Governing Board meeting after the approval of SFB funding.

17. Award Basis

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. If a contractor receives a bid award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

18. 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 subcontractor's. 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.

19. Contract Payment Terms

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

20. Retention

Bob Polcar, the Project Representative from Robert Polcar, and the District representative shall perform the final inspection. R7-2-1104 requires 10% retention of the total cost of the job will be held until the District accepts the final inspection of Robert Polcar, the Project Representative. The Contractor shall seek written approval from an appropriate District Representative for any changes or deviations from specifications or instructions.

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21. Progress Payments

Progress payments may be allowed. Requests for payment must be submitted through Robert Polcar for approval and sign-off. Retention of ten percent (10%) of the requested payment will be withheld until the final punch list is completed.

On or about the first day of each calendar month during the course of construction, the Contractor shall submit an itemized Application to Robert Polcar supported by such data substantiating the Contractor's right to payment as the Owner or Robert Polcar Architect may require.

Payment shall be based on the work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing by Robert Polcar Architect and Owner to be transported to the site and installed at a later date, under such conditions agreed upon in writing by the Owner.

Material delivered and suitably stored at the site, or at some other agreed upon location by the Contractor, subcontractors, sub-subcontractors or material suppliers shall be insured to the full value of the material and shall be suitably stored and protected. Any material that is in accordance with the Contract Documents shall be installed into the Work. Until the final acceptance of the building by the Owner, it shall be the Contractor's responsibility to protect all materials and equipment installed or delivered to the Project.

The Contractor warrants and guarantees that title for all Work, materials and equipment covered by the Contract Documents shall pass to the Owner upon final acceptance and that such Work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances.

22. Approvals for Payment

If the Contractor has submitted an Application as above, then not later than the fifth day of the month, Robert Polcar shall approve or otherwise act on the Application and forward the Application to the Owner immediately for such amount as determined to be properly due, or state in writing the reasons for withholding a part of or the entire amount of the amount applied for as provided in the Subsection, Payments Withheld.


Approval of the Application will constitute a representation by Robert Polcar Architect to the Owner, based on observations at the site, As-Built drawings reflect current information and the data comprising the Application, that the Work has progressed to the point indicated; that, to the best of Robert Polcar's knowledge, information and belief, the equality of the Work is in accordance with the Contract Documents (subject to (1) an evaluation of the Work as a functioning whole upon Substantial Completion, (2) to the results of any subsequent test required by the Contract Documents, (3) to minor deviations from the Contract Documents correctable prior to final completion, and (4) to any specific qualifications stated in his approval of the Application); and that the Contractor is entitled to payment in the amount approved. In addition, Robert Polcar's final approval for payment will constitute a further representation that all the conditions precedent to the Contractor's being entitled to final payment has been fulfilled.

23. Payments Withheld

Robert Polcar may decline to approve an Application and may withhold a Certificate in whole or in part if unable to make representations to the Owner as provided in Approvals for Payment. Robert Polcar may also decline to approve any Application or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary if within a professional opinion to protect the Owner from loss because of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claim;
- C. Failure of the Contractor to make payments to Subcontractors or for labor, materials or equipment;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;
- E. Damage to another contractor;
- F. Reasonable indication that the Work will not be completed within the Contract Time; or
- G. Unsatisfactory prosecution of the Work by the Contractor.

24. Final Payment

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

- A. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
- B. Contractor to provide onsite training for maintenance personnel as per District project manager direction.
- C. The contractor shall have delivered all required submittals and shop drawings to the District.
- D. Project Record Documents
 1. 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.
 2. 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.
 3. 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.


25. Lobbying

Lobbying is not permitted with any district personnel or board members related to or involved with the IFB. Award of the project will be posted appropriately when Governing Board approves the recommendation Any oral or written inquiries must be directed through the procurement department.

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 District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said Offer.

26. Contract Cancellation

- A. This contract is subject to cancellation pursuant to A.R.S. § 38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
 1. The contractor provides material that does not meet the specifications of the contract;
 2. The contractor fails to adequately perform the services set forth in the specifications of the contract;

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3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
4. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

B. The District may resort to any single or combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
4. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - a. Deduction from an unpaid balance.
 - b. Collection against the bid and/or performance bond; or
 - c. Any combination of the above or any other remedies as provided by law.

27. Owner's Right to Request Completion of Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner shall after seven days' written notice to the Contractor, and without prejudice to any other remedy he may have, notify the bonding company of such default or lack of performance, and proceed to make such other necessary and reasonable arrangements to carry out the work in accordance with the Contract Documents, all at the expense of the Contractor, including the Owner's costs and attorneys' fees.

28. 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.


29. Approval of Equal Items of Equipment and/or Materials Before Submission of Bids

Time is of the essence for this project. If a bidder wishes to use items of equipment and/or materials other than those identified by trade or manufacturer's name, model or catalog number in the Specifications, bidder shall submit the request for approval to the District **no later than noon on January 10, 2020.** Approvals will be granted only upon individual requests of prime bidding contractors. No approvals for substitutions will be granted directly to suppliers, distributors or subcontractors. Each request shall include all basic data and characteristics of the specified time, as well as the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that the District can make a proper appraisal. All requests shall be in writing, addressed to Robert Polcar from Robert Polcar Architect at bob@rparchitects.com and Ed Saucedo at edward.saucedo@eloyesd.net. All approvals will be issued in writing and will be posted in the form of an Amendment on the District's website, www.eloyesd.org. It is the contractor's responsibility to register at the website, as it is the only way to get notices and Amendments. Refer to the Special Instructions for detailed requirements on how to submit a Request for an Approved Equal.

30. Key Personnel

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

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

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- B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

31. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' 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 District 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 District.

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 \$5,000 and naming **Eloy Elementary School District** 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.

32. Acceptance Period

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 90 days after the opening time and date. It is expected that the award for this contract will be made in 90 days. However, no commitment is made to this award date as the District cannot control the SFB Agenda process. Traditionally, money trickles from the SFB from January to June of each year.

33. Timeframe For Completion

Work shall commence on **upon award**. The substantial completion date for all work is **120 days after notice to proceed**. Work shall be continuous and final completion review will take place 145 days after notice to proceed.

34. Owner's Contingency Allowance

The District is not providing any contingency allowance for this solicitation.

35. 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 County of Pinal and State of Arizona Building and Fire Codes.


36. Liquidated Damages

If the selected vendor fails to meet the substantial time requirements for the delivery and/or installed acceptable implementation of the project, liquidated damages of **\$500 per day** may be assessed for each day beyond **sunset 120 days after notice to proceed/PO date**. However, should an unforeseen problem arise, an extension may be granted in writing at the discretion of the Eloy Elementary School District. **Final completion must be sunset 145 days after notice to proceed**.

If the selected vendor shall fail or refuse to complete the work within the time specified, then the selected vendor shall agree as a partial consideration for the awarding of the contract, that the Eloy Elementary School District may retain from compensation otherwise to be paid to the selected vendor, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar day that the selected vendor shall be default after the time stipulated in the bid for completion of substantial work status and final completion.

37. 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.

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38. **Inspection**

The job will have a final inspection and acceptance by Eloy Elementary School District staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Robert Polcar of Robert Polcar Architect and a representative of the Eloy Elementary School District upon completion of the Project.

39. **Damages**

The successful contractor shall be liable for any and all damage caused by the firm and or its employees to the Eloy Elementary School District premises. The bidder shall hold and save the Eloy Elementary School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by bidder's operations on premises or third persons.

40. **Source Limitations**

Obtain materials from the source or producer that will provide the required warranty.


41. **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. The District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended or terminated.

42. **Compliance with Specifications**

The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services that meet the specifications as presented. The work shall meet the minimum industry standards, as applicable:

- A. American Coating Association (ACA)
- B. American Concrete Institute (ACI)
- C. American Institute of Architects (AIA)
- D. American National Standards Institute (ANSI)
- E. American Standards Association (ASA)
- F. American Society of Safety Engineers (ASSE)
- G. American Society for Testing and Materials (ASTM)
- H. Asphalt Roofing Manufacturers Association (ARMA)
- I. Construction Specifications Institute (CSI)
- J. Factory Mutual (FM)
- K. International Energy Conservation Code (IECC)
- L. International Fire Code (IFC)
- M. International Mechanical Code (IMC)
- N. International Plumbing Code (IPC)
- O. National Electrical Code (NEC)
- P. National Demolition Association (NDA)
- Q. National Electrical Code (NEC)
- R. National Emission Standards for Hazardous Air Pollutants (NESHAP)
- S. National Roofing Contractors Association (NRCA)
- T. Sheet Metal Air Conditioning National Association (SMACNA)
- U. Spray Polyurethane Foam Alliance (SPFA)
- V. Tile Council of North America (TCNA)

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- W. The Society for Protective Coatings (SSPC)
- X. Underwriter's Laboratories, Inc. (UL)
- Y. Western States Roofing Contractors Association (WSRCA)

43. **Warranty and Quality Guarantee**

Contractor warrants that any equipment or material supplied to the 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.

- A. **Special Warranty:** Manufacturer or Reputable Distributor agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Special warranty includes roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, and other components of roofing system.
 - 1. Perform as manufactured and installed;
 - 2. Remain watertight; and
 - 3. Remain free of manufacturer or installation defects.
- B. **Warranty Period:** 20-years No Dollar Limit from date of Substantial Completion for Weatherization.
- C. **Coating System Warranty:** Coating manufacturer/Distributor agrees to repair or replace coating system that does not comply with the following requirements.
 - 1. Perform as manufactured and installed;
 - 2. Remain free of manufacturer or installation defects;
 - 3. Coating shall not blister, scale, peel or crack; and
 - 4. Coating shall not degrade to less than 20 mils during the warranted period for a roof restoration.
- D. **Warranty Period:** 20 years No Dollar Limit from date of Substantial Completion.
- E. **Contractor's Warranty:** Provide 2 year warranty for all content, as required by the Arizona Registrar of Contractors.
- F. **Exterior Coating/Painting**

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to the District.


Quality: Warranty Period: Ten (10)-years from date of Substantial Completion for the exterior coating and sealant materials. Unless otherwise modified elsewhere in this solicitation, Manufacturer's special warranty for ten (10) years after acceptance of the equipment or materials by member, they shall be:

- 1. Of a quality and installation to pass without objection in the industry or trade normally associated with them;
- 2. Fit for the intended purpose(s) for which they are used;
- 3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- 4. Adequately contained, packaged and marked as the contract may require; and
- 5. Conform to the written promises or affirmations of fact made by contractor.

Warranty Requirements: Contractor warrants that all exterior coating materials carries a minimum ten (10) year manufacturer's warranty and two (2) years labor. The District reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

44. **Americans with Disabilities Act of 1990**

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

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Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

45. **Civil Rights Assurance Statement**

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

46. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District 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.

47. **Rules, Regulations and Codes**

The work on public buildings shall be in compliance with the State fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the state, city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (See ARS § 34-461)

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the District of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

48. **Hazard Notification**

Contractor must advise EESD's contact person whenever work is expected to be hazardous to school children, District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of Robert Polcar Architect immediately to determine remediation efforts.

49. **Archaeological Features**

The attention of the Contractor is directed to Section 41-844 of the Arizona Revised Statutes, which describes the responsibility of the Contractor to report to the Director of the Arizona State Museum "the existence of any archaeological, paleontological or historical site or object that is at least fifty years old and that is discovered in the course of... construction or other like activity." In case of such discovery the Contractor, in consultation with the District, "shall immediately take all the reasonable steps to secure and maintain its preservation."


50. **Regulatory Agencies**

It will be necessary that all work meet the requirements of all Federal, State and local regulatory agencies.

51. **Liquid Roofing Systems**

Per ARS § 15-156, the application of diisocyanate materials is a Class 2 misdemeanor while a teacher or student is present in the building.


52. **Other On-Site Requirements**

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This is an occupied school campus where the educational process comes first. Therefore, scheduling is essential to completing the project successfully. Significant coordination is required in terms of work processes to avoid disruption of the educational environment. Thus, the ultimate standards must be in place:

- A. Sign-in and present positive identification;** The District does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if an Contractor's employee has any weapon onsite
- B. Park in assigned locations;** Contractor shall park in designated parking areas, as directed by District staff.
- C. No weapons in vehicles or on campus;** The District does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite
- D. Restricted Communication;** Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated District staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.
- E. Alcohol, Illicit Drugs and Smoking.** The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking and vaping are also not permitted on any district premises.
- F. Proper Attire;** Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items will result with the employee being escorted off property.
- G. Breaks and Meal times.** Offeror's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.
- H.** Site must be safe at the end of each day;
- I.** These are no tolerance terms!



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|  | Eloy Elementary School District, #11 Scope of Work | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
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1. Purpose

The Eloy Elementary School District has received a Building Renewal Grant, (BRG), from the School Facilities Board (SFB). This project award is based on the SFB funding the District's BRG #110411103-9999-008 for Weatherization at Curiel Primary School.

2. Required Contractor License


Bidder certifies that Bidder is aware that the Contract cannot be awarded to Bidder unless, at the time of the submitting a bid, he/she is the holder of a valid Arizona Contractor's License (KB-1) proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing for an award of the Contract shall result in the forfeiture of the Bidder's Security.


3. School Information

The Curiel Primary School is located at 1000 N Curiel Street. Meet here:



4. School Calendar


 Elementary District
 Calendar 19-20 - Eloy

| | | | |
|---|---|------------------|---|
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5. Work Hours

School must remain in session during this project. The contractor must limit the impact of this project during school educational hours. Work to be scheduled during off school hours or weekends whenever possible.

6. General Summary of Work

A. The Project involves work at the following buildings on the Curiel Primary School Campus. All permanent classroom buildings (A, B, C, and D) the Cafeteria Building (F), the Gym Building (G), the Administration Building (H) and the steel canopy structures between.

B. Please, note that portable buildings and the “old” gym are excluded from this project.

7. Unknowns:

These are for work that cannot be predicted. They are not for work, materials, etc. that are in your base bid.

A. Remove, replace, and install glass window panels, 16” H x 24” W, with clear safety glass, per specifications.

B. Remove, replace, and install tongue and groove roof decking, 2” x 6” x 12’ plank, per specifications

C. Remove, replace, and install asphalt shingle system, per specifications, where good shingles were damaged in the unknown decking replacement.

8. Drawings

A. The plans prepared for this project present a description of the work to be accomplished. The contractor shall visit the project site and determine, from his own inspection, the conditions under which it is to be performed. The contractor, by making his bid, represents that he has visited the site and familiarized himself with local conditions, the type of work to be performed, evaluated the difficulty of performing the required tasks, and the labor, equipment and material that are required to provide a complete project.

B. Quantities listed on these plans are estimates only. The contractor shall verify all quantities before submitting a bid for this work.

C. A thorough attempt has been made to show the locations of all underground obstructions and utility lines in the work area; however, the contractor shall be responsible for any damage to obstructions and utility lines encountered during construction and shall determine the exact location of said utilities in advance of trenching. The engineer will not guarantee any elevations or locations of existing under-ground utilities shown on these plans.


D. The contractor shall call blue stake prior to construction and verify the presence of utilities and shall protect any overhead or underground utilities during construction, whether or not said utilities are shown on these plans. The contractor shall make exploratory excavations to locate underground utilities and/or structures if necessary to verify underground utilities. Where existing underground utilities are exposed, contractor shall notify the appropriate utility company for inspection prior to backfilling.

E. Private Utilities staking must be done if digging more than 12” deep to avoid the possibility of hitting such items as fiber lines.

F. Drawings are attached in the fifteen (15) page PDF file below and posted as a separate document at the District website, www.eloyesd.org.



CPS_Dwgs_112719.p
df

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|  | Eloy Elementary School District, #11 Scope of Work | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
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9. Detailed Scope of Work and Specifications

A detailed Scope of Work and Specifications are attached in the ninety-five (95) page PDF file below and posted as a separate document at the District website, www.elyesd.org.


10. New Materials/Equipment

All materials and equipment supplied by the awarded vendor pursuant to this solicitation shall be new, unused, and the model of the unit specified.

11. Asbestos and Lead Testing

The reports provided by Western Technology in pdf contain 248 and 56 pages, which is attached and incorporated within for reference. The general contractor is responsible for abatement to the minimum federal, state, and local standards.


NESHAP Limited
Asbestos Survey Repor


Additional NESHAP
Limited Asbestos Surv

12. Temporary Facilities

Contractor shall provide, and maintain in clean order, temporary toilet facilities for use throughout the project duration. Locations shall be approved by the District.

13. Site Staging, Storage, Security, and Parking

The owner will make accommodations and discuss at prebid.

14. Preconstruction Meeting

Immediately after execution of the Purchase Order and not less than five (5) days prior to commencement of work, a meeting will be held between the Eloy Elementary School District, the Contractor, the major Subcontractors, to outline in general the procedures to be followed during the construction phase of the Project.


15. Cleanup

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 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 back to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put the site in a neat, orderly condition. District trash receptacles shall not be utilized without specific written approval.

16. Worksite Safety Restoration

The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the District. Awarded firm shall remove all old equipment, trash/waste from the worksite as a result of their efforts.

| | | | |
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|  | Eloy Elementary School District, #11 Substitution Request Form | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
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SUBMIT THIS COMPLETED FORM VIA EMAIL TO:

“Owner”, Ed Saucedo at edward.saucedo@eloyesd.net, and Robert Polcar from Robert Polcar Architect at bob@rparchitects.com **no later than noon on January 10, 2020.**

The following is hereby submitted for consideration to use the following product in place of the specified item:

| Section | Page | Line | Specified Item |
|---------|------|------|----------------|
| | | | |
| | | | |

Proposed Substitution:

The complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation are found attached, including specific model numbers, finishes, options, etc.

- A. Is the “Intent to Warranty” for applied coating systems on letterhead from the manufacturer or reputable distributor attached listing the Curiel Primary School address and Eloy Elementary School District as the Owner? YES ☐

NO ☐ If No, explain:

- B. Are changes required to the current project design in order to properly install proposed substitutions?

YES ☐ NO ☐ If Yes, explain:


- C. Will the undersigned pay for changes to the project design, including engineering and drawing costs, caused by requested substitutions? YES ☐ NO ☐ If Yes, explain:

- D. List differences between proposed substitution(s) and specified item. (Additional sheets may be included to support your statements below.)

| Specified Product | Proposed Substitute Product |
|-------------------|-----------------------------|
| | |
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- E. Does substitution affect Drawing dimensions? YES ☐ NO ☐


If Yes, explain:

| | | | |
|---|--|------------------|---|
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- G. What effect does substitution have on other trades? YES ☐ NO ☐ If Yes, explain:
- H. Does manufacturer's warranty or proposed substitution differ from that specified? YES ☐ NO ☐ If Yes, explain:
- I. Will substitution affect progress schedule? YES ☐ NO ☐ If Yes, explain:
- J. Will substitution require more license fees or royalties than specified product? YES ☐ NO ☐ If Yes, explain:
- K. Will maintenance and service parts be locally available for substitution? YES ☐ NO ☐ If No, explain:
- L. Does the manufacturer have any unresolved warranty issues with any previous SFB projects? YES ☐ NO ☐ If Yes, explain:


Submitted By:

| | | |
|-----------------------------------|-------------------------|------|
| Signature | Printed Name | Date |
| Telephone | Email | Fax |
| For Owners Use Only: | | |
| Signature | Printed Name | Date |
| Accepted <input type="checkbox"/> | Accepted as Noted Below | |
| Rejected <input type="checkbox"/> | Received too Late | |
| Remarks: | | |
| | | |

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|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Bid Cover Sheet (Checklist) | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
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NOTE: It is strongly advised to utilize this Bid Cover Sheet for the bid package submission as a checklist to ensure all required documentation has been included and submitted properly.

| Checklist | Initial each Box when completed |
|---|---------------------------------|
| Bid Pricing Submittal – should include: | |
| <ul style="list-style-type: none"> Guarantees of materials, warranty and workmanship | |
| <ul style="list-style-type: none"> Restatement of Work | |
| <ul style="list-style-type: none"> Schedule based on Notice to Proceed through Substantial Completion on your Letterhead or Gantt Chart. | |
| <ul style="list-style-type: none"> Intent to Warranty – required for applied coating systems only | |
| <ul style="list-style-type: none"> Basic manufacture information of each of the major components of materials that make up the projects | |
| Bid Bond – 10% of the Total Bid Project Cost | |
| Performance Bond – within 48 hours | |
| Payment Bond – within 48 hours | |
| Subcontractor List – should be completed and submitted in separate sealed envelope even if self-performing 100% of the work. Applied coating systems certification should be included, if applicable to any Subcontractors listed. | |
| Asbestos Certification Form – <i>Notarized</i> | |
| Vendor Payment Form | |
| Questionnaire | |
| <ul style="list-style-type: none"> Company Profile Information | |
| <ul style="list-style-type: none"> References | |
| <ul style="list-style-type: none"> Copy of appropriate AZ Construction License(s) | |
| Deviations and Exceptions | |
| Confidential/Proprietary Information | |
| Familial Relationship Disclosure Statement – <i>Notarized</i> | |
| Amendment Acknowledgment Form | |
| Drug-Free Workplace | |
| Non-Collusion Statement – <i>Notarized</i> | |
| Certificate of Insurance – within 48 hours | |
| Offer and Acceptance – <i>Signed</i> | |
| I.R.S. W-9 Form , Request for Taxpayer Identification Number | |

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Bid Submittal | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 40 of 59 | |

Bid Submittal for Weatherization at Curiel Primary School

Bid submittal of _____,
 (Firm's Name)


PROJECT: Weatherization at Curiel Primary School, as per the specifications of this solicitation and the detailed stamped Drawings.

TO: **Eloy Elementary School District, #11 (Owner)**

1. In compliance with the Invitation for Bid and Instructions to Bidders, the Bidder named above hereby offers to furnish the materials and perform the Work for the Owner's Project designated above in strict accordance with the Terms and Conditions, Specifications, Schedules, Drawings, all other pertinent Contract Documents, and his own field verification of the project. The bidder further agrees, upon written notice of acceptance of this Bid at any time within sixty (60) days after the date of opening of the bids, that Bidder will execute the Contract in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within two (2) working days after a Notice of Award is presented for the following sums:

| | |
|---|----|
| A. Base Bid: BRG #110411103-9999-008 for Weatherization at Curiel Primary School | \$ |
| This is an SFB project and the items below are considered "unknowns" that may or may not be utilized through a change order process. They are not for items you should have included in your base bid. Additions and subtractions will be determined upon project completion. These line items are to be added to the Base Bid and other line items listed to provide the overall Total Bid Project Cost. | |
| B. Remove, replace, and install 20 glass window panels, 16" H x 24" W, with clear safety glass, per specifications. at \$_____ per panel. installed | \$ |
| C. Remove, replace, and install 1,800 tongue and groove roof decking, 2" x 6" x 12' plank, per specifications at \$_____ per sq. foot | \$ |
| D. Remove, replace, and install 100 sq. feet of asphalt shingle system, per specifications, where good shingles were damaged in the replacement of unknown decking, \$_____ per sq. foot | \$ |
| E. Miscellaneous "Unknown" Items (B+C+D) | \$ |
| F. Total of A+E | \$ |
| G. Cost of Performance Bond | \$ |
| H. Prime Tax if applicable | |
| (F+G+H) equals the Total Bid Project Cost | \$ |

2. Enclosed is bid security as required consisting of _____ in the amount of (\$_____). (Not less than ten percent (10%) of the proposed Total Bid Project Cost, including all additive alternates.)
3. The Bidder hereby agrees that the above Base Bid includes a Cash Allowance of Zero and No/100 (\$0).
4. It is understood and agreed that the work under the Contract Documents shall be commenced by the Bidder, if awarded the Contract for the Project, on the date specified as the Start Date in the Notice to Proceed issued by the Owner in the manner specified in the Contract and General Conditions, and shall be completed by the Contractor by sunset, on the 145 days following the notice to proceed. Substantial completion shall be reached by sunset on the 120 days after notice to proceed. If the Work is not completed by these dates, then the Bidder shall pay the Owner the amount of **five hundred and No/100 Dollars (\$500.00) per day** as liquidated damages.
5. The Bidder offers the minimum workmanship warranty of 24 months: YES ☐ NO ☐
6. The Bidder has attached the "Intent to Warranty" information. YES ☐ NO ☐

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Bid Submittal | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 41 of 59 | |

7. The Bidder has attached the manufacturer's information on the major components of any roofing and/or weatherization system. YES ☐ NO ☐
8. The Bidder understands that the Owner reserves the right to reject any or all Bids or to waive any formality or technicality, as determined by the Owner in its sole discretion, in any Bid in the interest of the Owner.
9. Provide a short Restatement of Work including product(s) being used to demonstrate understanding of the project:

10. The Bidder confirms a site visit and understands the conditions of the site, the full scope of the work, and related areas. YES ☐ NO ☐ If no, document that you will ask for no change orders as a result of not having made a site visit and thereby asking any questions that could have arisen.


11. Schedule based on Notice to Proceed through Substantial Completion on your letterhead or Gantt Chart: YES ☐ NO ☐

12. Are there any unresolved issues with your firm and the Registrar of Contractors? YES ☐ NO ☐ If Yes, explain:

13. Are there any long standing projects, unresolved issues or ongoing issues with your firm and any other SFB Projects? YES ☐ NO ☐ If Yes, explain:

14. (Firm) _____ and (Manufacturer(s)) _____ do not have any unresolved warranty issues with any previous SFB projects. If Yes, explain:

15. Do any of your subcontractors have any unresolved or long standing issues with any current or previous SFB projects? YES ☐ NO ☐ If Yes, explain:

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Bid Bond | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 42 of 59 | |

**PURSUANT TO RULE R7-2-1102 OF THE ARIZONA SCHOOL DISTRICT PROCUREMENT RULES
(Penalty of this bond must be not less than 10% of the bid amount).**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called the "Principal"), as Principal, and
_____, a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (hereinafter called the Surety"), as Surety
are held and firmly bound unto Eloy Elementary School District, #11 (hereinafter called the ("Obligee") in the
amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal
and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of the bid and give the bonds and certificates of insurance as
specified in the standard specifications with good and sufficient surety for the faithful performance of the contract
and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the
failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal
pays the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and
such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by the bid then this obligation is void. Otherwise it remains in full force and effect provided, however, that
this bond is executed pursuant to the provisions of Ariz. Admin. Code Rule R7-2-1102 and all liabilities on this
bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length
herein.

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

Witness our hands this ____ day of _____, 20_____.


Principal Seal Surety Seal

By: _____ By: _____

Title: _____ Title: _____
Agency of Record

Agency Address _____

City, State, Zip _____

| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Performance Bond (Sample) | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 43 of 59 | |

**PURSUANT TO R7-2-1103 OF THE ARIZONA ADMINISTRATIVE CODE
(SCHOOL DISTRICT PROCUREMENT RULES)**

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

of (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Eloy Elementary School District, #11, Pinal County, Arizona (hereinafter called the "Obligee"), for the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the ____ day of _____ 2020, ("Contract") to construct and complete certain work described as _____, which Contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein. NOW, THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this _____ day of _____, 2020.

PRINCIPAL Seal

By _____

AGENCY OF RECORD

Print Name: _____ Title: _____

| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Payment Bond (Sample) | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 44 of 59 | |

**PURSUANT TO R7-2-1103 OF THE ARIZONA ADMINISTRATIVE CODE
 (SCHOOL DISTRICT PROCUREMENT RULES)**

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the ____ day of _____, 2020, ("Contract") to construct and complete certain work described as _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Rule, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. Witness our hands this ____ day of _____, 2020.

PRINCIPAL SEAL

By _____


AGENCY OF RECORD

Title: _____

Agency Address: _____

SURETY Seal

By _____ Title _____

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Subcontractors Submittal | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 45 of 59 | |

This form should be completed and submitted in separate sealed envelope as a part of the bid submittal. Form is necessary even if Bidder plans to self-perform 100% the work.

OWNER'S PROJECT: Weatherization at Curiel Primary School, 1000 N Curiel Street.


TO: Eloy Elementary School District, #11

In compliance with the Special Terms and Conditions to Bidders and in conformity with the Contract and General Conditions, the undersigned submits the following names of Subcontractors to be used in performing the work for the Project.

Note:

1. Successful bidder must furnish to the Owner the Arizona contractor's license number for each listed Subcontractor. ONE, and only one, Subcontractor shall be submitted for each portion of the work. The failure to list a Subcontractor for work not performed by Contractor's own forces or the listing of more than one Subcontractor for each portion of the work shall be considered non-responsive, and shall be grounds for rejection of the bid by the Owner, at the Owner's sole discretion. The List of Subcontractors shall be based on the "Base Bid" scope of work. Bidder shall denote where it is intended to use their own forces.
2. Contractors using applied coating systems must include manufacturer/reputable distributor certification to apply in conjunction with "Intent to Warranty".

| Subcontractor Work | Subcontractor Name | License # |
|--------------------|--------------------|-----------|
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| | | |
| Other: | | |

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Asbestos Certification Statement | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 46 of 59 | |

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Eloy Elementary School District #11. 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 Bob Polcar at Robert Polcar Architects.

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.

CONTRACTOR, The person, corporation or company who makes the accompanying Bid, having first been duly sworn, deposes and says: All materials to be used in the above referenced project are and shall be free of asbestos.

 (Name)

 (Title)


Subscribed and sworn to before me

this _____ day of _____, 20 _____

 Signature of Notary Public in and for the


State of _____

County of _____

| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Vendor Payment Form | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 47 of 59 | |

| ORDER INFORMATION | | PAYMENT INFORMATION | |
|---|------------|---|-----|
| LEGAL NAME OF ORGANIZATION / INDIVIDUAL | | LEGAL NAME OF <u>PAYEE</u> | |
| STREET ADDRESS | | STREET ADDRESS | |
| STREET ADDRESS 2 | | STREET ADDRESS 2 | |
| CITY | | CITY | |
| STATE | ZIP | STATE | ZIP |
| PHONE NUMBER W/ EXTENSION | FAX NUMBER | PHONE NUMBER W/ EXTENSION | |
| CONTACT NAME | | CONTACT NAME | |
| EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u> | | EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u> | |
| WEB ADDRESS | | DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? | |

| VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT: | |
|---|-------|
| <ol style="list-style-type: none"> I am duly authorized to certify the information requested herein. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Eloy Elementary School District (EESD) to guarantee contractual awards or agreements to my organization. Updating information contained on this form is solely the duty of my organization. My organization will not provide any product or service without first having in our possession an authorized EESD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of EESD and that I will have to obtain payment from the individual requestor. My organization will direct all communication regarding EESD Purchase Orders to the EESD Procurement Office. My organization will provide the Purchase Order number on all invoices submitted to EESD. I understand that invoices received without this information will not be paid. My organization will submit all invoices directly to EESD Accounts Payable and not to the requesting department or school. | |
| SIGNATURE | DATE |
| PRINTED OR TYPED NAME | TITLE |

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Questionnaire Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 48 of 59 | |

A. Provide the name and address of the primary contact person and servicing office location:

| | |
|--|--|
| Name | |
| Title | |
| Company Name | |
| Full Address | |
| City, State and Zip | |
| Cell Phone Number | |
| Main Phone Number | |
| Email Address | |
| AZ Construction License(s) ROC # (Copies attached.) | |

B. Number of years primary service office has been in business: _____

C. The Offeror certifies that the above referenced organization ☐ IS/ ☐ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

D. What is the client mix of the primary servicing office?

Public Entities (Cities, school district, etc.) _____ %

Corporate Business Entities _____ %

E. Number of other accounts the firm is currently providing similar services, based on location:

General Pinal County area _____

The rest of Arizona _____

F. Are there any pending disputes, reviews, or litigation involving your firm in the past five years?


YES ☐ NO ☐ If Yes, explain:

| |
|--|
| |
|--|

G. Have you had any complaints filed with the Better Business Bureau in the last five years? How were the complaints resolved? YES ☐ NO ☐

If Yes, explain:

| |
|--|
| |
|--|

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Questionnaire Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 49 of 59 | |

H. Does your firm screen employee fingerprints?


I. Does your firm perform criminal background checks on employees?

J. Please list the key personnel for this project.

K. Does your firm test for drug use prior to hire? YES ☐ NO ☐

L. List three Arizona References of similar projects: show the Owner, Contact Person, Cell Phone Number, Email Address, Value and Date of Project

| District | Contact | Cell | Email | Value of Project | Date Begin and End |
|----------|---------|------|-------|------------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |


| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Deviations/Exceptions Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 50 of 59 | |

Any deviation or exception to information found within the Invitation for Bid must be identified below. Any deviation, exception or the inability of the vendor to comply with a particular item found within the IFB must be clearly and fully stated. Failure to list any deviations indicates full compliance with the IFB.

| Section | Page | Item | Reason for Deviation or Exception |
|---------|------|------|-----------------------------------|
| | | | |
| | | | |
| | | | |



Signed: _____ Date _____

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Confidential/Proprietary Information | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 51 of 59 | |

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

*****Requests to hold the entire offer or price as confidential will result in the Offer being deemed Not Susceptible for Award*****


Bidders must select one of the following:

- ☐ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ My response **does** contain trade secret information because it contains information that:
 1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.

If the District agrees with the bidder’s designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

| | | | |
|--------------------|-------------|-----------|--|
| <hr/> Company Name | | | <hr/> Signature of Person Authorized to Sign |
| <hr/> Address | | | <hr/> Printed Name |
| <hr/> City | <hr/> State | <hr/> Zip | <hr/> Title |

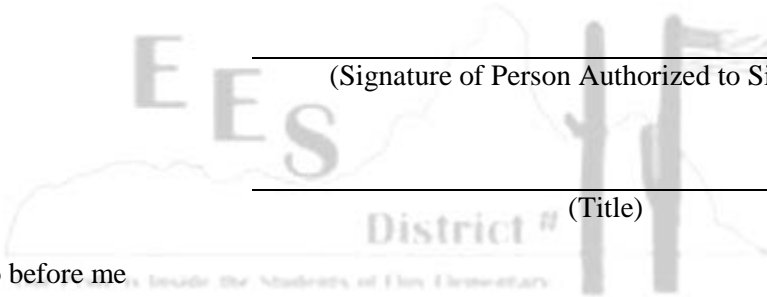
| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Familial Relationship Disclosure Statement | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 52 of 59 | |

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Eloy Elementary School District or any employee of Eloy Elementary School District.

The undersigned, the owner or authorized officer of _____

(the “Firm”), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of EESD or any employee of EESD. If such a relationship exists, please explain:

| Bidder/Employee | Name Related to: | Relationship |
|-----------------|------------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |



(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 _____

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Amendment Acknowledgement Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 53 of 59 | |

This form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

Please sign and date below, where appropriate:

Amendment #1 _____ Date_____

Amendment #2 _____ Date_____


Amendment #3 _____ Date_____

Amendment #4 _____ Date_____

Amendment #5 _____ Date_____

Amendment #6 _____ Date_____



| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Drug-Free Certification | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 54 of 59 | |

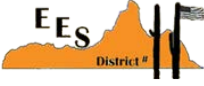
Indicate if your firm complies with the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME: _____

VENDOR'S SIGNATURE: _____

_____ No, the firm does not comply with the outlined policy above.

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Non-Collusion Statement Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 55 of 59 | |

State of _____)
 _____) ss.
 County of _____)
 _____)

, affiant,

 (Print Name of Person Authorized to Sign Offer)

the _____

 (Title)

 (Company Name)

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

That such submittal 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 submittal, 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)

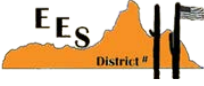
Subscribed and sworn to before me

this _____ day of _____, 20 _____


 Signature of Notary Public in and for the

State of _____


County of _____

| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Certificate of Insurance (Sample) | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 56 of 59 | |

| CERTIFICATE OF INSURANCE | | | | | |
|---|--|--|---|--|--|
| PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS. | | | | | |
| NAME AND ADDRESS OF INSURANCE AGENCY: | | COMPANY LETTER | COMPANIES AFFORDING COVERAGE: | | |
| | | A | | | |
| | | B | | | |
| NAME AND ADDRESS OF INSURED: | | C | | | |
| | | D | | | |
| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE | | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
| BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$1,000,000.00 \$2,000,000.00 \$1,000,000.00 \$1,000,000.00 | | COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE) | | |
| SAME AS ABOVE | | | COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE) | | |
| NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM | | | UMBRELLA LIABILITY | | |
| STATUTORY EACH ACCIDENT | \$ 100,000.00 | | WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY | | |
| | | | OTHER | | |
| THE ELOY ELEMENTARY SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. | | | IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY. | | |
| NAME AND ADDRESS OF CERTIFICATE HOLDER: | | | DATE ISSUED _____ <div style="text-align: center;"> _____ AUTHORIZED REPRESENTATIVE </div> | | |

| | | | |
|---|--|------------------|---|
|  | Eloy Elementary School District, #11 Offer and Acceptance Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 57 of 59 | |

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.

| | | |
|---|-----|--|
| Company Name | | For Clarification of this Offer, contact the following person: |
| D-U-N-S Number | | Name |
| Federal Employer Identification No. | | Phone |
| Cost of your Bond as a _____ % (if applicable) | | E-mail |
|  | | |
| Street | | _____ Signature of Person Authorized to Sign Offer |
| City | | |
| Arizona | Zip | Printed Name of Person Authorized to Sign Offer |
| | | |
| | | Title |

CERTIFICATION

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

1. The submission of the offer 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 Federal Executive Order 11246, State Executive Order 2009-09 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. §15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. By submission of this offer, 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.
10. By submission of this offer, the bidder has the expertise and financial capacity to perform and complete all obligations under the bidding documents.

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.


This contract shall henceforth be referred to as Contract No. 20-01-20 for Weatherization at Curiel Primary School.

The effective date of the Contract is _____, 20____

The Contractor is 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 of the District

| | | | |
|---|---|------------------|---|
|  | Eloy Elementary School District, #11 Request for W-9 Attachment | | 1011 N. Sunshine Blvd Eloy, AZ 85131 |
| | IFB: 20-01-20 PROJECT: Weatherization at Curiel Primary School | Page 58 of 59 | |

| | | |
|--|---|--|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
|--|---|--|

| | | |
|--|--|--|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC | |
| | <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ | |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | |
| Exempt payee code (if any) _____ | | |
| Exemption from FATCA reporting code (if any) _____ | | |
| (Applies to accounts maintained outside the U.S.) | | |
| 5 Address (number, street, and apt. or suite no.) See instructions. | | |
| Requester's name and address (optional) | | |
| 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | |

| | |
|--|---|
| Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | Social security number <div style="border: 1px solid black; padding: 2px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> </div> </div> or Employer identification number <div style="border: 1px solid black; padding: 2px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> </div> </div> |
|--|---|

| |
|--|
| Part II Certification Under penalties of perjury, I certify that: |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SEALED BID PACKAGE – MAILING LABEL

| | |
|-------------------|--|
| Submitted by: | |
| Address: | |
| City, State, Zip: | |

IFB #20-01-20 for Weatherization at Curiel Primary School

Due: No later than January 22, 2020 by 11:00 AM (Mountain Standard Time)

Eloy Elementary School District, #11
District Office
1011 N. Sunshine Blvd
Eloy, AZ 85131