

GLENDALE ELEMENTARY SCHOOL DISTRICT #40

NOTICE OF INVITATION FOR BID

MATERIAL AND/OR SERVICE: IFB #18-04-22
Challenger Middle School Drainage Correction Project

BID DUE DATE: June 12, 2017 **BID DUE TIME:** 1:00 P.M. **LOCAL TIME**

CONTRACT TYPE: Fixed Price Term (IFB)

IFB OPENING LOCATION: Glendale Elementary School District #40
Support Services Building
Main Reception Desk
7015 West Maryland Avenue Building C
Glendale, Arizona 85303

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by the Glendale Elementary School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendors pricing shall be publicly read. All other information contained in the bid shall remain confidential until award is made. **If you need directions to our office, please call (623) 237-6281.**

Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered. The official time will be determined by the clock designated by the District.

Bids must be submitted in a sealed envelope or package with the Invitation for Bid number and bidder's name and address clearly indicated on the envelope or package. All bids must be completed in ink or typewritten. Additional instructions for preparing a bid are provided herein. **BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.**

This project consists of grading and drainage corrections to the Challenger Middle School. Scope includes grading, drainage, landscape, hardscape, minor electrical and plumbing. **Challenger Middle School located at 6905 West Maryland Avenue, Glendale, Arizona 85303.**

Copies of bid document, plans, and specifications and any subsequent addendum (if applicable) shall be obtained only electronically via e-mail attachments (In Adobe PDF format) at no charge by contacting:

Lourdes Banuelos, CASPP
Glendale Elementary School Dist #40
Purchasing & Warehouse Manager
7015 W Maryland Ave Building C
Glendale, AZ 85303
Phone: 623-237-6281 Email: ibanuelos@gesd40.org Fax: 623-237-6295

Note: Vendors shall be required to reproduce all copies of documents at their cost from commercial reprographics vendors or from their own internal resources.

A pre-bid conference will be held at the school June 5, 2017, 1:00 – 2:00 pm.

All pre-bid questions or/requests for clarification shall be submitted via e-mail no later than June 7, 2017 to: Lourdes Banuelos, Glendale Elementary School District, ibanuelos@gesd40.org. Phone: (623) 237-6281.

Issued May 25, 2017

Lourdes Banuelos

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DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

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

Federal:

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

UNIFORM INSTRUCTIONS TO BIDDERS

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 (Addenda) 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. **“Bidder”** means a vendor who responds to a Solicitation.
- I. **“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.
- J. **“Responsible Bidder”** means the bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- K. **“Responsive Bidder”** means the bidder who submits a bid that conforms in all material respects to this Notice Inviting Sealed Bids, Instruction to Bidders and the Plans and Specifications which are incorporated herein by this reference.
- L. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- M. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“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.
- O. **“School District”** means the School District that executes the Contract.

2. Inquiries

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

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder 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 inquire since it may then be identified as an Bid and not be opened until after the Bid due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Bid due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. A Bidder may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Bid Conference. If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder 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 or Addendum.
- 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. Bid Preparation

- A. Forms: No Facsimile or Electronically Submitted Bids. A Bid 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 or electronically submitted bid shall be rejected.
- B. Typed or Ink; Corrections. The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder 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 Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected

- D. Subcontracts. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- E. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.

- F. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Bid.
- G. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- H. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- I. Identification of Taxes in Bid. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the School District will conclude that the price(s) bid includes all applicable taxes.
- J. Disclosure. If the Firm, business, or person submitting this Bid 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 Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 1. Addenda/Amendments;
 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 Bidders; and
 9. Uniform Instructions to Bidders
- 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).

4. Submission of Bid

- A. Sealed Envelope or Package. Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Bid Amendment or Withdrawal. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the School District. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District. If a Bidder believes that information in its Bid should remain confidential, it shall stamp as confidential that information and submit a statement with its Bid detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the Bid and Acceptance Form or other official contract form, the Bidder 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 bid; 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.
 3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 4. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Bid Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Bid will be considered by the School District when determining the lowest Bid; except when a responsive Bidder 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 Bidders in state and out of state, Bidders shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Bids. A bid submitted after the exact Bid due date and exact time shall be rejected.
- D. Disqualification. A Bid from a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payment. Payment will be made only after submission of proper application for payments as required by the District and within applicable state law. Applications for payment shall be submitted on AIA Documents G702 and G703 and shall include the District's Project number and purchase order number. Pay applications shall submit the approved pay application to the Engineer for review and signature. The Engineer shall submit the approved pay application to the District for review and payment. Payment of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

1. Waive any minor informality;
2. Reject any and all bids or portions thereof; or
3. Cancel a solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, 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 Bidder is not in the School District's interest, "all or none" Bids shall be rejected.
- B. Contract Commencement. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Bid and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

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 Mike Barragan, Assistant Superintendent of Finance and Axillary Services. A protest of a Solicitation shall be received by the District Representative before the Bid 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, addresses, and telephone number of the protester.
- B. The signature of the protester or its representative.
- C. Identification of the purchasing agency and 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.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

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

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and three (3) 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.

- 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.

3. 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. 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, 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.
- C. 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.

4. 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.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by 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.
- 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; labor disputes; civil disorders; fire; flood; lockouts; 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
 - 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.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years after acceptance by the School District of the materials or services, they shall be:
 - 1. Compliance with the Contract requirements and 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 Contract 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, the School District is not subject to or barred by applicable 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.

7. School District's Contractual Remedies

- 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.

8. 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.

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.

9. Contract Claims

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

10. Gift Policy

The Glendale Elementary School District will accept no gifts, gratuities or advertising products from vendors. Staff of the GESD District may request product samples from vendors for official evaluation with disposal of said samples at the discretion of the Procurement Officer.

11. Offshore Performance

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

12. Contractor's Employment Eligibility

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

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.

13. Terrorism County 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.

14. Scrutinized Business Operations

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

15. Clarifications/Discussions

Clarification means communication with Bidder 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 Bidder. Clarification does not give Bidder an opportunity to revise or modify its Bid, except to the extent that correction of apparent clerical mistakes results in a revision.

16. Confidential Information

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Bidder in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under supervision of the Purchasing Official by appointment.

SPECIAL TERMS AND CONDITIONS

1. Purpose

This project consists of grading and drainage corrections at Challenger Middle School in areas that have experienced flooding. General Contractor will be required to coordinate entire scope of work indicated in bid documents. School located at 6905 West Maryland Avenue, Glendale, Arizona 85303.

2. Pre-Bid Conference

Prospective bidders are invited to attend a **pre-bid conference**. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the District's position. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation for Bid. Oral statements or instructions shall not constitute an amendment to this Invitation for Bid.

Conference Date: June 5, 2017

Conference Time: 1:00 p.m.

Conference Location: Challenger School
Administration Building
6905 West Maryland Avenue
Glendale, Arizona 85303

3. Site Walk-Through

Immediately following the pre-bid conference, all bidders will be invited to participate in a site walk-thru to carefully examine the entire site(s) of the project and to make all necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the Scope of Work attached hereto.

4. Bid Security

A Certified or Cashier's Check or bid bond of a corporate surety (of the form included in this Proposal Booklet) acceptable to the Owner, for a minimum of ten percent (10%) of the amount of the bid is required as a guarantee that the bidder will enter into the contract if awarded him and shall be declared forfeit as liquidated damages, to the fullest amount allowed by law, if the successful bidder refuses to enter into said contract and provide the required payment and performance bonds after being requested to do so by the Owner. Bid security will be returned to the unsuccessful bidders and to the successful bidder upon his execution of the contract and upon acceptance by the Owner of the Performance and Payment Bonds.

5. Bonds Required

Bonds in the following amounts will be required at the time of executing the formal contract:

A. Performance Bond (per Form included in this Proposal Booklet), one hundred Percent (100%) of the contract price.

B. Payment Bond (per Form included in this Proposal Booklet), one hundred percent (100%) of the contract price. Both bonds shall be issued by a current Best's key rating of "A" or better, or United States Treasury listed Surety Company. Such bonds shall be issued by a surety company, acceptable to the Owner and duly

authorized and licensed by the Arizona Department of Insurance to do business in the State of Arizona. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of his Power of Attorney. Individual sureties are not acceptable.

6. Start and Completion of Work

The project must be completed prior to the start of the school year on. Bidders shall include overtime, weekend work and the necessary labor force, as determined by bidders, required for the work. Bidders shall also utilize a material supplier who can comply with the bid documents and deliver products in a timely manner to complete this work.

Approximate Project Timeline :

<u>Item</u>	<u>Date or No Later Than</u>
Bid Date:	June 12, 2017
District and/or Governing Board Approval:	June 22, 2017
Issue Notice to Proceed, Contract and Purchase Order:	July 13, 2017
Contractor Procure Insurance and Submittals:	July 13, 2017 – July 27, 2017
Mobilization:	July 20, 2017
Substantial Completion, inspect work	August 1, 2017
Final Completion, demobilized	August 5, 2017

Liquidated damages of \$500.00 per day for each calendar day shall be charged to the contractor if works goes beyond the Final Completion Date as stated above. Requests for extensions due to delays beyond the control and without fault or neglect of the Contractor shall be submitted to the District in writing within three (3) days of the delay for consideration.

7. Insurance

Bidder agrees to maintain such insurance as will fully protect Bidder 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 Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder 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 Bidder or its employees, while providing services to the District. Successful Bidder 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 **Glendale Elementary School District** as an additional insured party. Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

8. Licenses

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder.

9. Safety

Bidder, 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 Bidder, its employees, its subcontractors, and/or other persons present. Bidder 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. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

10. Contract Award

A contract under this Bid will be awarded to a single vendor.

11. Evaluation

The District shall evaluate all Bids and award a contract to the apparent low responsive and responsible Bidder. Price shall not be the sole factor in making Bid award, and Bidders should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District and their decision shall be final. Other factors to be considered in making the award include but are not limited to: support available from vendor representative, reliability of Bidder, satisfaction of Bidder's previous service, time for delivery, user need and adherence in providing information as requested in this Invitation for Bid. All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential.

Bidders are required to carefully examine the site of any forthcoming proposed work that may be required under this contract and satisfy themselves as to the labor hours and conditions to be involved in performing the work. Submission of an offer is prima facie evidence that the Contractor has examined the work site; understands ALL work requirements and is aware of all conditions that might impact work performance including any labor requirements, ordinances, taxes, fees, licenses, permits or conditions that may be imposed.

Specific factors that will be considered by the District include, but are not limited to:

The technical capability and availability of the Contractor to accomplish the work described in the specifications. This includes performance history on past and current government and industrial contracts as well as financial stability of the firm. References will be utilized for this purpose.

Past performance information:

Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes the contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

12. Standard Details

Not applicable.

13. Samples

The District reserves the right to request a representative sample of the item(s) bid be delivered to the District. If the District determines that the sample does not meet the requirements of the specification, additional sample(s) must be submitted until a suitable sample is found. Samples not required prior to, or at the time of the bid opening, must be delivered with forty-eight (48) hours after notification to submit samples.

14. Sequence of Work

Prior to commencement of the work, the Contractor shall prepare and submit to the District for approval a written schedule covering the general sequence of the total work to be performed. The District shall host a coordination meeting for ALL awarded contractors with work at this site. The work schedule, when approved, shall not be subject to change without the written consent of the District. Orderly procedure of all work to be performed under this Contract shall be the full responsibility of the Contractor. The intent of the District is not to control the work schedule of the Contractor(s), but to allow for the orderly progress and coordination of the project.

15. Modifications to the Contract

No modifications of the issued Contract, Contract Documents or Purchase Order shall be made unless the District authorizes the modifications by a properly signed and executed Contract Amendment.

16. Cost of Extra Work

When authorized in writing by the District, extra work may be ordered. Claims for additional compensation, on account of extra work done will not be recognized unless such extra work has been authorized in advance and in writing by the District or the Architect. Any change in the project that results in a change of the cost or time will be agreed to in a written amendment. The Contractor shall perform such extra work and charge the District for the actual cost of labor and materials plus mark-ups as specified hereinafter.

All pricing submitted by the Contractor for amendments exceeding \$200.00 shall have back-up information attached that provides a break down of materials, labor hour and rates, equipment rental, etc. Subcontractors shall provide this same break down to the Contractor to substantiate their cost proposals. The District will not accept Contractor request for extensions, extra compensation for delays, overtime or extra costs associated with the lack of- or incomplete submittal of- this detailed information on a timely basis. At the District's sole discretion, the Contractor may be directed to proceed through a Construction Change Directive (CCD) if the Contractor fails to provide sufficient details or agreement cannot be reached as to price or terms of the requested change.

Prime Contractor's Mark-up: The total cost for mark-ups to the actual cost of labor and materials for extra work authorized to be done by the Contractor's own forces shall not exceed the following:

Overhead: Ten percent (10%) of the actual cost of labor and materials. Overhead shall include the following: bond premiums, all job site general conditions and costs including superintendence additional supervision time related to the change, wages of time-keepers, watchmen and clerks, small tools, incidentals, field; and home office general and administrative expenses.

Profit: Ten percent (10%) of the actual cost of labor and materials.

Sales Tax: Statutory amount of the actual cost of labor and materials, plus overhead, plus profit.

Bond: Bond cost based upon the actual cost of labor and materials, plus overhead, plus profit, plus sales tax.

Subcontractor's Mark-up: The total cost for mark-ups to the actual cost of labor and materials for extra work authorized to be done by the Subcontractor's forces shall be as follows:

Overhead: Ten percent (10%) of the actual cost of labor and materials.

Profit: Ten percent (10%) of the actual cost of labor and materials.

Prime Contractor's Mark-up of Subcontractor's Work: The total cost for mark-ups made by the Contractor to the actual cost of labor and materials for extra work authorized which is done by a Subcontractor shall be as follows:

Overhead and Profit: Five percent (5%) of the actual cost of labor and materials.

Sales Tax: Statutory amount of the actual cost of labor and materials, plus overhead profit.

Bond: Bond cost based upon the actual cost of labor and materials, plus overhead and profit, plus sales tax.

Where extra work involves both added and omitted work, the overhead, profit, taxes and bond figures specified above shall be added to only the net increased amount over the original Contract Amount.

Work omitted from Contract: If Contract Amount has been previously increased by amendment for additional work, then overhead, bond and taxes will be deducted for omitted work. Profit will not be deducted as part of a

deductive amendment unless the credit amount is due to the final reconciliation of contract allowance or contingency amounts, in which case, all mark-ups shall be applied. Taxes and bonds shall always be based upon the current Contract Amount, whether more or less than the original Contract Amount. The unit's costs for labor and materials used in amendments shall be the same in added work as they are for deleted work, modified only to include quantity discounts or similar adjustments for materials, and added charges for premium time for labor costs.

Amendments- Ordinary: The Contractor will be issued a proposed amendment request describing the intended change upon which he shall indicate his proposed price to be added or deducted from the contract sum due to the change, supported by full and completely detailed estimates of cost by the Contractor, Subcontractor, vendor, or supplier, and any adjustment in time of final completion of the entire work which is directly attributable to changed work.

Upon request by District, Contractor shall permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change. If agreement is reached as to the adjustment in compensation for performance of changed work, but agreement is not reached as to the time adjustment for such work, the Contractor shall proceed with the work at the agreed price reserving to Contractor the right to further pursue his claim for time adjustment.

If the Contractor fails to submit his cost estimate within a seven (7) calendar day period, or there is a failure to agree to such costs, the Owner has the right to order the Contractor, in writing, to commence work immediately and the contract price shall be adjusted in accordance with the District's estimated cost, unless, within seven (7) calendar days following completion of added work or with written notice to delete work, Contractor presents proof that the District's estimate was in error. Final cost will be based upon actual documented materials, labor and equipment cost, marked up as previously defined.

17. Claims for Additional Cost and/or Time Extension:

If the Contractor wishes to make a claim for an increase in the Contract Sum and/or Time Extension, he shall give the Owner written notice thereof within three (3) days after the occurrence of the event giving rise to such claim. The Contractor shall give notice before executing the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed. No claim shall be valid unless so made. Contractor hereby waives all claims not so made. Any change in the Contract Sum resulting from such claim shall be authorized by a Contract Amendment.

If the Contractor incurs damages related to expenses caused by a delay from which the District is responsible, which is unreasonable under the circumstances, and which was not reasonable contemplated by the parties at time of formation of this Contract, then the parties shall resolve the Contractor's claim pursuant to A.R.S. 41-2617. The Contractor shall notify the Owner in writing within five working days of such delay, specifying why the District is believed by the Contractor to be responsible for the delay and the percentage extent to which the Contractor believes the District is responsible. Failure to provide such timely notice constitutes a waiver of all rights under A.R.S. 41-2617.

Contract time shall not be adjusted unless a change affects the critical path of the Work, per the most recent approved schedule. An analysis of the changes in the critical path of the Work schedule must be submitted as part of the change request in order to consider a Contract time adjustment. If the District and Contractor do not agree with an adjustment in Contract Time or the method for determining it, the adjustment or the method shall be recommended by the Engineer to the District for final resolution in accordance with the Contract Documents.

In every such written claim, the Contractor shall provide the following information:

- A. Nature of the delay.
- B. Date (or anticipated date) of commencement of delay.
- C. Activities on the progress schedule affected by the delay and/or new activities created by the delay and their relationship with existing activities.

- D. Identification of person (s) or organization (s) or events (s) responsible for the delay, including weather reports.
- E. Anticipated extent of the delay.
- F. Recommended action to avoid or minimize the delay, including the contractor's efforts to resolve the issue or minimize the delays undertaken to the date of the extension request.
- G. Recommended solution or action required by the Contractor.

Any claims for extensions of time for delays in transportation or for failures of suppliers or subcontractors shall be supported by facts demonstrating that the delays are beyond the contractor's control, including his efforts to overcome such delays. All costs related to delay claims by the Contractor must be supported by records and documentation demonstrating the actual cost directly related to the delay or time extension. Any claim for time extension shall be submitted within 7 days of the occurrence to be considered.

18. Utilities

Locations of any utilities are subject to verifications by the Contractor. Utilities damaged shall be repaired at the Contractor's expense. Prior to any excavation, the Contractor shall give sufficient notice to "Blue Stake" and any utility, municipality or agency not participating in "Blue Stake" with facilities in the area.

19. Dust and Storm Water Run-Off Control

The Contractor is responsible for complying with all federal, State and local requirements and laws for temporary construction related issues related to dust control and erosion control for the site related to the Work. This includes all necessary permits, notices, plans (including Storm Water Pollution Prevention Plans), and termination of coverage, along with enforcement of all of these requirements with subcontractors and suppliers. Provide dust control for all outdoor work, including demolition, earthwork, landscaping, etc. The Contractor shall be responsible for supplying all water for dust control and soil compaction.

20. Cleanup

All rubbish and surplus material shall be removed from the job site prior to acceptance and shall be disposed of legally. Contractor shall not bury any debris, trash, concrete spoils, etc. on the site.

21. Damage to Facilities

Existing utilities or facilities within job site area which are damaged or injured directly or indirectly by, or due to any act, omission, or neglect by the Contractor in the execution of the work shall be restored by the Contractor at his expense to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof.

22. Survey Control Points

Existing survey markers (either brass caps, iron pipes or iron pins), whether shown on the plans or not, shall be protected by the Contractor and removed and replaced only under the direct supervision of the District or authorized representative.

23. Code-required Testing and Special Inspection

Not applicable.

24. Construction Inspections by District

The Contractor is responsible for complying with the scope of work. Periodic inspection shall be performed by the District. Contractor agrees to reimburse all of the District's costs of additional inspections due to delays caused by the Contractor and due to defective work and for the removal and replacement of defective work. These additional costs shall be deducted from the final payment.

25. Stakes

Not applicable.

26. Permits and Fees

The Contractor is responsible for pay for and procure demolition, dust control, storm water management permits and all other temporary construction permits required.

27. Allowances Not applicable.

28. Construction Coordination

The Contractor shall coordinate with all other contractors working on this jobsite so that the work under this and other contracts will proceed to completion in an orderly manner.

29. Onsite Storage of Materials

Equipment, supplies and materials may be temporarily stored at the site ONLY ON APPROVAL OF THE DISTRICT and at the Contractor's convenience and risk. In general, such on-site storage shall be avoided to prevent possible damage or loss of material. Unless otherwise provided for in the contract or bid documents, no payment will be made or liability assumed by the District on project materials, until the entire project is completed and approved by the District.

30. Examination of Plans, Specifications & Site of Work

The bidder shall examine the site of the proposed work and all contract documents pertaining to the proposed work. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantities of the work to be performed and material to be furnished.

Wherever, in these specifications, a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that only that make or model specified will be considered.

The term "or equal" on items showing brand name or approved equal will permit bidders of other brands to bid them as alternates. The District reserves the right to decide if alternates are equal and satisfy the District's needs.

In the event bidders are required to submit alternates for prior approval to bidding, then the alternate products and catalog literature, etc. must be submitted in accordance with requirements stated herein.

Occasionally, the District may determine that only the brand name or items identified in the specifications will satisfy the District's needs. In this instance, the term "or equal" will not appear in the specifications, and bids for alternate products will not be considered.

Should bidders find discrepancies, ambiguities or omissions in the specifications, they shall notify the District prior to the bid opening. If changes in the Invitation for Bids are necessary, the District will notify (in writing) all prospective bidders. Neither the District nor the Architect will be responsible for any oral interpretation of the bid or contract documents.

31. Choice of Law

The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.

32. Supervision

The Contractor shall give the Work his personal supervision. In his absence, he shall leave a responsible representative in charge who shall have the authority to receive and execute orders from the District and/or his representative.

33. Safety

The Contractor is solely responsible for compliance with all local, state and federal safety requirements and regulations. The contractor shall provide all barricades, temporary fencings, traffic/pedestrian control, shoring,

etc., as required for a safe work area. The Occupational Safety and Health Act (OSHA) is the minimum standard for safety and shall be fully complied with at all times.

34. Bidder Errors and Omissions

The District is not responsible for any Bidder's error or omissions.

35. Product Delivery

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the vendor immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

36. Guarantees By the Successful Bidder(s)

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least two (2) years from the date of purchase. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

37. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

38. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

39. Vendor Responsibility

The successful Bidder shall protect all furnishings from damage and shall protect the District's property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, landscaping, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Bidder shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.

The successful Bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Bidder agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder's responsibility to ensure continuation of service.

The successful Bidder must provide adequate training for all contracted employees providing services under this contract.

The successful Bidder must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

40. Delivery of Services

Services must be received within time agreed to by the District and the Bidder. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

41. Local Representative

Bidder shall have a local field representative available at all times during the contract period.

42. Samples

Bidder may be requested to provide samples that they have produced that are similar in scope to the brand specified. The District may use these samples as part of their evaluation criteria and reserve the right to be the sole judge of quality and acceptability.

43. Authority

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

44. Integrity of Bid

By signing this Bid, the Bidder affirms that the Bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

45. Deviations to Bid No deviation from the terms and conditions will be allowed.

46. Temporary Construction Facilities

The District shall provide construction water (standard hose bib), restrooms, parking lot and electricity (120v standard outlets). All other temporary construction facilities including, but not limited to, telephones, fax, trash containers, and high reach equipment shall be included in the bid.

47. Construction Fencing

Contractor shall provide temporary construction fencing, if required, to surrounding the construction area(s) for security and safety.

48. Coordination with School

Contractor shall schedule the work to minimize interference with any adjacent school's operations.

SCOPE OF WORK

1. Statement Of Need

This project consists of grading and drainage corrections at Challenger Middle School in areas that have experienced flooding. General Contractor will be required to coordinate entire scope of work indicated in bid documents.

2. Project Sites

Challenger School
6905 West Maryland Avenue
Glendale, Arizona 85303

3. Scope Of Work

For Challenger Schools complete the following:

Challenger Middle School

- General Construction Management to coordinate schedule Grading and drainage scope, as indicated.
- Electrical and plumbing modifications as required within scope of work.
- Concrete hardscape, as indicated.

4. Bid Documents

A. Specification:

Section Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101	PROJECT TITLE PAGE
00 0102	PROJECT INFORMATION
00 0111	TABLE OF CONTENTS (MASTER FORMAT)
00 3100	AVAILABLE PROJECT INFORMATION

DIVISION 01 - GENERAL REQUIREMENTS

01 0050	ADMINISTRATIVE PROVISIONS
01 0055	REQUEST FOR SUBSTITUTION (PRIOR APPROVAL BEFORE BIDDING)
01 1000	SUMMARY
01 2000	PRICE AND PAYMENT PROCEDURES
01 2080	CHANGE ORDER PROCEDURES
01 2413	VALUE ENGINEERING
01 2613	REQUESTS FOR INTERPRETATION
01 2900	PAYMENT PROCEDURES
01 3000	ADMINISTRATIVE PROVISIONS
01 3050	DESIGN PROCEDURES AND SUBSTANTIATION REQUIREMENTS
01 3300	SUBMITTALS
01 4000	QUALITY REQUIREMENTS
01 4100	REGULATORY REQUIREMENTS
01 4216	DEFINITIONS
01 4219	REFERENCE STANDARDS
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 5050	MINIMAL SAFETY GUIDELINES
01 6000	PRODUCT REQUIREMENTS
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS
01 7329	CUTTING AND PATCHING
01 7800	CLOSEOUT SUBMITTALS

DIVISION 02 - EXISTING CONDITIONS

02 2113 CONSTRUCTION STAKING
02 4100 DEMOLITION

DIVISION 03 THROUGH 30 – NOT USED

DIVISION 31 – EARTHWORK

31 0100 EARTHWORK

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1600 CONCRETE CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS
32 7100 STORM DRAIN SYSTEM

DIVISION 33 - UTILITIES

33 70 00 DECOMPOSED GRANITE

DIVISION 34 – NOT USED

B. Drawings:

General Drawing List

Challenger School

C-1 Grading and Drainage Plan Cover Sheet
C-2 Notes, Legend and Detail Sheet
C-3 to C-6 Grading and Drainage Plan
C-7 Storm Water Management Plan Cover Sheet
C-8 Storm Water Management Plan

5. Completion Requirements

Work must be substantially complete by August 1, 2017, without exception. Final completion to be August 5, 2017.

1. **(NOT APPLICABLE):** - Allowances: If the cost of work covered by an allowance exceeds the amount allocated, the Owner shall pay the difference between the cost and the allowance. If the cost of work covered by an allowance is less than the amount allocated, the Contract shall reduce the Contract sum by an amount equal to the difference between the cost and the allowance. The billed portion of the allowance shall be paid before the check can be released for each pay request and all allowances shall be paid in full before final payment will be processed. All bond costs, taxes, etc. for the allowances shall be included in the Lump Sum Price.

6. Bid Requirements

In order for the bid to be considered the following items shall be submitted:

1. Bid Bond
2. Offer and Acceptance Form
3. Addendum Acknowledgement
4. Bid Bond (Performance and Payment Bond forms are for reference until project is awarded)
5. Bid Schedule
6. Non-Collusion Affidavit
7. Subcontractor list
8. Contractors Qualification Statement
9. W-9 Tax Form
10. Arizona Revised Statutes Compliance Form
11. Debarment and Suspension of Contractors Compliance Form
12. Conflict of Interest Vendor Disclosure Form

The performance and payment bond forms are included to be used once the project is awarded. Do not turn these in with the bid. The bid package shall include one original and one copy of the above referenced items. The original must be clearly marked "original."

The subcontractor list should be submitted in a separate envelope in the bid package. The bid package shall be submitted in a sealed envelope with the project name, Invitation for Bid Number and the contractor's name on the outside.

Forms for all of the above referenced items are include herein and shall be used for the bid. Quantities and items on the Bid Schedule may not be altered.

Attachment 1 – BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has 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 such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

Witness our hands this _____ day of _____ 20____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

Attachment 2 - OFFER AND ACCEPTANCE

TO THE GLENDALE ELEMENTARY SCHOOL DISTRICT:

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. Signature also certifies understanding and compliance with paragraph one of the District's Uniform General Terms and Conditions.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

Date

License No. (If applicable)

CERTIFICATION

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

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
9. 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.

ACCEPTANCE OF OFFER

(For Glendale Elementary School District use only)

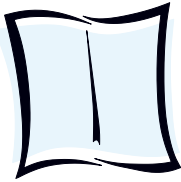
The Offer is hereby accepted.

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

The contract is for: Challenger and Landmark Exterior Painting Project. This contract shall henceforth be referenced as Contract [No 18.04.22](#). The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives an executed purchase order or written notice to proceed.

Awarded this _____ day of _____, 20__ by Glendale Elementary School District

Manager of Purchasing, As Purchasing Officer and not personal



**Attachment 3
STATEMENT OF NO BID**

**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return **only** this form to:

**GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave Bldg C, Glendale AZ 85303**

(Please print or type, except signature)

Failure to respond may result in deletion of Bidder's name from the qualified Bidder's list.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to Bid on **IFB #: 18-04-22**

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

REMARKS:

SIGNATURE: _____ DATE: _____

Return this completed form to:
Glendale Elementary School District #40
Purchasing Department
7015 W Maryland Ave Bldg C, Glendale AZ 85303
LBANUELOS@GESD40.ORG
Phone: 623-237-6281
Fax: 623-237-6295

Attachment 4 – ADDENDUM ACKNOWLEDGEMENT

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within three days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete Bid response.

NO ADDENDUM Acknowledged

Signature Firm Date

-----OR-----

ADDENDUM NO. 1 Acknowledgement

Signature Firm Date

ADDENDUM NO. 2 Acknowledgement

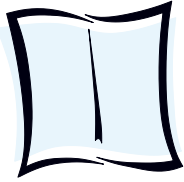
Signature Firm Date

ADDENDUM NO. 3 Acknowledgement

Signature Firm Date

ADDENDUM NO. 4 Acknowledgement

Signature Firm Date



**Attachment 5A
PERFORMANCE BOND**

**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Glendale Elementary School District (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, dated the _____ day of _____ 20____, for the material, service or construction described as _____

which, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of contract during the original term of contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations is void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R2-2-1112, 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 a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record



**Attachment 5B
PAYMENT BOND**

**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to Principal or Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation shall is void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R2-2-1112, 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 a part of his judgment reasonable attorneys' fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

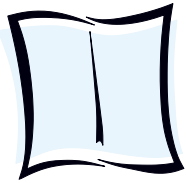
Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record



**Attachment 6
BID SCHEDULE**

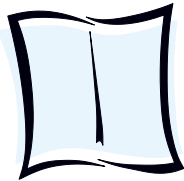
**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

Bidder Company Name: _____

Base Bid for Entire Scope of Work \$ _____

Total Bid \$ _____

Hand Written Total Bid Amount in Case Figure(s) Are Not Legible:



**Attachment 7
NON-COLLUSION AFFIDAVIT**

**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

State of Arizona)) ss
County of)

_____ affiant

the _____
(Title)

(Contractor)

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

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

(Signature)

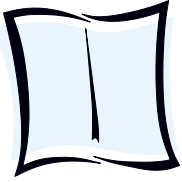
(Title)

Subscribed and sworn to before me this
_____ Day of _____, 20__

Signature of Notary Public in and for

The County of _____

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



**Attachment 8
SUBCONTRACTOR LIST**

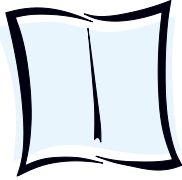
**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

The contractor shall list all subcontractors, type of work the subcontractor will perform, their license number, classification and expiration date of license. The list shall be submitted with the bid in a **separate envelope**. All subcontractors shall have the appropriate license for the type of work they will perform. Lists submitted by unsuccessful bidders will be returned unopened. Any changes to this list shall be submitted to the District for review and approval prior to the subcontractor performing any work on the project.

Note: On this project, Contractor shall self-perform all work per Specification 087100.

<u>EXPIRATION</u> <u>SUBCONTRACTOR NAME</u>	<u>TYPE OF</u> <u>WORK</u>	<u>LICENSE</u> <u>CLASS</u>	<u>LICENSE NUMBER</u>	<u>DATE</u>
--	-------------------------------	--------------------------------	-----------------------	-------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



**Attachment 9
CONTRACTORS QUALIFICATION
STATEMENT**

**GLENDALE ELEMENTARY
SCHOOL DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

Bidder shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being reference as it appears below. Failure to complete may result in the rejection of bid as unresponsive:

1. Provide brief history of the firm, include length of time bidder has been in business, location of office(s) and specifically experience as it relates to the specifications.

2. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation.

3. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

4. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

5. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

6. If the Bidder's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Bidder's firm and the parent firm. Specify what impact, if any, this relationship would have on the Bidder's firm's ability to meet the requirements for services described in this solicitation.

(Firm's name)

(Street Address)

(City, State and Zip Code)

7. Has your company ever had a name change in the past? Yes No
If yes, provide all prior name(s) your company has used and year(s) of operation.

8. Length of time your Company has been doing business in Arizona:

9. Firm proposes the following listed Surety Company for Performance and Payment Bonds:

Name of Company: _____

A. M. Best Rating: _____

Agency of Record: _____

Agency Address: _____

Agency Telephone Number: _____

Note: Governing Board reserves the right to request a copy of audited financial statements for the immediate past two fiscal years.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								

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 on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)

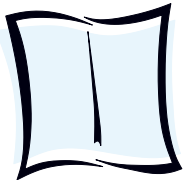
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Attachment 11
ARIZONA REVISED STATUTES
COMPLIANCE FORM**

**GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

Business Operations in Sudan/Iran

In accordance with A.R.S. §§ 35-391.06 and 35-393.06, the Vendor represents and warrants that it does not have, and will not have during the term of this contract, scrutinized business operations in Sudan and/or Iran.

Verification of Employment Eligibility

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions.

Glendale Elementary School District (GESD) will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that GESD is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.

By signing below, Company, as named below, represents and warrants that this company is in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and Company shall remain in compliance during the term of any Contract that it is awarded by GESD.

Company further represents and warrants that all providers or subcontractors providing goods or services under this Contract are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any Contract that Company has with GESD.

Company shall defend, indemnify and hold GESD harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorney's fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. §23-214 or any other requirements of this Verification of Employment Eligibility form.

Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the GESD that the Company and each of its

subcontractors ("Subcontractors") will comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214 (A) (hereinafter "Company Immigration Warranty").

A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of GESD.

GESD retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration Warranty. Company agrees to assist GESD in regard to any such inspections.

GESD may, at its sole discretion, conduct random verification of the employment records of the Company and any subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist GESD in regard to any random verification performed.

Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

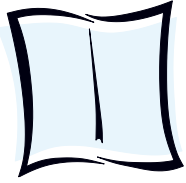
Please Print Company Name

Print Representative Name

Signature

Title

Date



**Attachment 12
DEBARMENT AND SUSPENSION OF
CONTRACTORS COMPLIANCE FORM**

**GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

THIS FORM MUST BE RETURNED WITH YOUR OFFER

Compliance with Federal, State and Local Government Requirements

For Debarment and Suspension of Contractors

In accordance with Arizona Revised Statutes (A.R.S) 41-2613, and Federal regulations, [68 FR 66533] vendors shall disclose if their company or any sub-contractors have been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is pending.

The Federal register provides an Excluded Parties List (www.epls.gov) maintained by General Services Administration (GSA) and the District will maintain full compliance with the requirements.

By signing this document and by submission of this solicitation, the vendor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies and A.R.S. 41-2613 requirements and Federal Law.

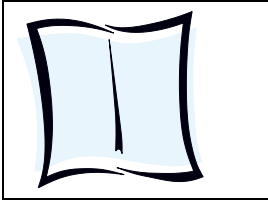
Please Print Company Name

Print Representative Name

Signature

Title

Date



**Attachment 13
Conflict of Interest Disclosure Form**

**GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

Conflict of Interest Vendor Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the vendor’s other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form shall indicate whether the vendor has any existing relationship with an employee or Board Member of the Glendale Elementary School District. The vendor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.

Date: _____

Name: _____

Company: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report

1. _____

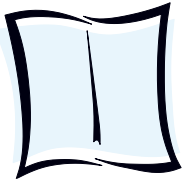
2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____



**Attachment 14
References Form**

**GLENDALE ELEMENTARY SCHOOL
DISTRICT NO. 40
PURCHASING DEPARTMENT
7015 W Maryland Ave
Building C
Glendale, Arizona 85303**

Bidder shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

1. Firm: _____

Street Address: _____

City _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

2. Firm: _____

Street Address: _____

City _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____

3. Firm: _____

Street Address: _____

City _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Date of Contract Initiation: _____

Type of Services Provided: _____