

# **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

## **INVITATION FOR BID**

**Date:** June 4, 2020

Bid No. 2020-21-003

Material and/or Service: **Bullhead Middle School Gym Floor Repair**

**Bid Due Date: Thursday, July 9, 2020 at 2:00pm**

Opening Location: Bullhead City Elementary School District  
1004 Hancock Rd. Suite# 100, Bullhead City, AZ 86442

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 Bullhead 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 submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. **If you need directions to our office, please call (928) 219-3115.**

### **Pre-Bid Information**

Walk throughs can be scheduled through Friday, June 25, 2020.

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

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

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

**Questions regarding this Invitation for Bid should be directed to:**

**Jeryl Beasley**  
**Email: [jbeasley@crsk12.org](mailto:jbeasley@crsk12.org)**

**Questions must be submitted in writing (email is preferred) on or before 10:00am local time on Friday, June 26, 2020.**

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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](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>.

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## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or 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. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Responsible Offeror”** means the offeror 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.
- L. **“Responsive Offeror”** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **“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.
- O. **“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.
- P. **“School District”** means the School District that executes the contract.

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## **2. Inquiries**

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer 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 Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer 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. An Offeror 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-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment 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. Offer Preparation**

A. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in this

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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, electronic or mailgram offer shall be rejected.

B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.

1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

H. Federal Excise Tax. School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.

J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege

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taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. 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 Offerors; and
9. Uniform Instructions to Offerors

M. 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 Offer**

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer 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 Offer and Acceptance form and notarization the non-collusion affidavit or other official contract form, the offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of

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its offer; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

### **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 Offer will be considered by the School District when determining the lowest bid; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).

F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:

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

### **6. Award**

A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.

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B. Contract Inception. An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by an authorized District Representative of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date. The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.

### **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, Michelle Hamilton, Director of Purchasing. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, 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; and
- E. The form of relief requested.



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## **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 five (5) years. Thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services

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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/Purchase Order.

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.

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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.

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### **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 Authorized District Representative.

### **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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless Bullhead City Elementary School District and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, 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.

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### **D. Force Majeure.**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- 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. Affordable Care Act**

Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law."

### **7. Warranties**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:

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1. of a quality to pass without objection in the trade under the Contract description;
2. fit for the intended purposes for which the materials or services are used;
3. within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. adequately contained, packaged and marked as the Contract may require; and
5. conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the 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, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### **8. School District's Contractual Remedies**

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.

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### **B. Stop Work Order.**

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

**C. Non-exclusive Remedies.** The rights and the remedies of the School District under this Contract are not exclusive.

**D. Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

**E. Right to Offset.** The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

### **9. Contract Termination**

**A. Cancellation for Conflict of Interest.** Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**B. Gratuities.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

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.

### **10. Contract Claims**

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



# **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

## **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 Country Divestments**

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

## **14. Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with Governing Board Policies of Colorado River Union HS District #2 Public Schools.

## **15. Registered Sex Offender Notification Restriction**

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

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

### **16. Clarifications/Discussions**

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

### **17. Confidential Information**

Confidential information request: If Offeror 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 Offeror in writing of such determination.

### **18. Prohibition of Reprisals**

Bullhead City Elementary School District Public Schools is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

# BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT

## **SPECIAL TERMS AND CONDITIONS**

### **1. Insurance and Safety**

#### **A. Insurance**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this IFB. Contractor shall provide coverage with limits of liability not less than those stated below.

#### **1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

The policy shall be endorsed to include the following additional insured language: "Colorado River Union HS District #2 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### **2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL)**

\$1,000,000

The policy shall be endorsed to include the following additional insured language: "Colorado River Union HS District #2 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

#### **3. Worker's Compensation and Employers' Liability**

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

#### **4. Property Insurance**

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

**A. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

# **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## **B. Safety**

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

## **2. Evaluation Schedule**

Responses will be initially evaluated for conforming to the requirements of the IFB. Bidders will then be reviewed for ability to perform the contract at the price offered.

## **3. Terms of Award**

It is the intent of the District to award a contract for the completion of this project only to one vendor.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

## **4. Contract Award**

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

It is expected that the award for this contract will be made in 30 days. However, no commitment is made to this award date. Please note that this project is contingent on funding approval from the School Facilities Board.

## **5. Award Basis**

The contract shall be awarded to the lowest responsible and responsive offeror whose bid conforms in all material respects to the requirement set forth in the Invitation for Bids.

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

If an offeror receives a bid award, an order is placed and offeror is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the

# **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

District's premises by the vendor upon verbal notification.

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

## **6. Evaluation**

Representatives of the District will evaluate the bids to determine if the low bidder is responsive and responsible. Bids shall be awarded to the low responsible and responsive offeror.

- Responsiveness means a person (or company) who submits a bid which conforms in all material respects to the Invitation for Bids.
- Responsibility means a person (or company) who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

## **7. Billing**

All billing notices must be sent to the District's Accounts Payable Department, 1004 Hancock Road #100, Bullhead City, AZ 86442. All invoices shall identify the specific item(s) being billed, purchase order number and refer to the bid number of this solicitation.

## **8. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the bid.

After initial contract term and prior to any contract renewal, the Colorado River Union HS District #2 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Bullhead City Elementary School District.

## **9. Fingerprinting Requirements**

The District anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

### **10. Performance of Work**

All materials, if required, and services supplied under the contract shall be the best of their respective kinds for the purposes intended and must conform to the latest and best practices of the industry.

The contractor shall protect all of their furnishings from damage and shall protect the District's property from damage or loss that may occur in connection with this contract. Contractor shall be responsible for the repair of any such damage, injury or loss caused by the contractor's actions, or the actions of the subcontractors enlisted by the contractor, while performing work for Bullhead City Elementary School District. The contractor shall confine all equipment and shall be responsible for the storage of equipment according to the instructions provided by the unit District Representative in the area that the work is being performed. Any damage caused to lawns, shrubs, window glass, utilities, buildings and any and all District property shall be immediately repaired or replaced at no expense to the District.

The bidder shall protect all furnishings from damage and shall protect the District's property from damage or loss arising in connection with this contract. The bidder shall make good any such damage, injury or loss caused by contractor operations, or those of contractor's employees, to the satisfaction of the District. The bidder shall confine its equipment, storage of their materials, and the operations of workmen to the limits as indicated by the Unit Foreman of the District's unit or area in which work is being performed. Any damage caused to lawns, shrubs, window glass, utility lines, buildings, or other property, shall be immediately repaired or replaced at no expense to the District.

**NOTE: The contractor will be responsible for supplying all restroom facilities for their employees and subcontractors.**

### **11. District Requirements**

#### **Fire Drills**

All vendors must be aware that, while at any site within the Bullhead City Elementary School District, any and all personnel employed by their firm must respond and act accordingly to all fire drills. This requirement applies whether vendor is participating in a site visit, evaluating the scope of a job for bid response or performing work at a site.

#### **Alcohol/Drugs/Tobacco**

All Schools and Facilities are alcohol, drug and tobacco-free environments.

**NOTE: Substances of these types are strictly prohibited on any District Campus and/or Facility.**

#### **Dangerous Instrument/Deadly Weapons**

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

A. "Dangerous Instrument" means a knife, CO<sub>2</sub> powered gun, or other instrument, not designated for lethal use but which may be capable of causing physical injury.

B. "Deadly Weapon" means anything designated for lethal use including a firearm.

C. "Firearm" means any operable or inoperable, loaded or unloaded (a) weapon, including a starter gun, which will or is designed to, or may be converted to expel a projectile by the action of an explosive.

**NOTE: Dangerous Instruments and Weapons of these types are strictly prohibited on any District Campus and/or Facility.**

### **Worker Age Requirement/Dress Attire**

A. All employees of the Contractor or their Subcontractors must be at least eighteen (18) years of age.

B. Shirt and shoes must be worn at all times.

### **Language Requirement**

A. An English-speaking supervisor/foreman shall be on site at all times, during working hours.

B. The use of abusive, offensive sexually oriented or vulgar language is prohibited.

## **12. Clean Up**

**The successful bidder shall clean up and remove all project related debris and rubbish on a daily basis.**

Upon completion of the work the premises shall be left in a neat, unobstructed condition. All material collected shall be disposed of by the contractor and in accordance with all City, County, State and Federal requirements.

**NOTE: School dumpsters are not to be used for disposing of any trash, or other materials, by the contractor.**

## **13. Extra Work**

The contractor shall perform such extra work and charge the owner at actual cost of labor and materials.

The contractor shall have the right to add not more than 10% to the subcontractor's prices for authorized extra work performed solely by the subcontractor's. Such percentage shall include all of the contractor's charges for overhead, profit, administration and supervision. A 15% mark-up for overhead, profit, administration and supervision may be added to the contractor's cost of labor and materials for extra work authorized to be done by their own forces. The subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 15% of cost of labor and materials. The contractor and subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

Note: Any additional work must have prior written approval by the District Representative, before the contractor proceeds with work.

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

### **14. Payments**

Upon completion of the job, and before submitting application for final payment, the successful bidder shall call for a final inspection to be made by the authorized representative of the District.

Invoices must be submitted in duplicate, and prices and extensions must appear on all copies of invoices.

Payment will be made only after submission of proper invoices as required by the District and within applicable state law.

Without exception, all invoicing for payment must reflect the purchase order number, unit prices, hourly rate, school site and areas abated (per room number), amount of square feet/linear feet removed from each area/room and a distinct invoice number.

### **15. Final Acceptance**

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

### **16. Final Payment**

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

1. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
2. **Without exception**, all invoicing for payment must reflect unit prices, hourly rate, purchase order number, school site and areas abated (per room number), amount of square feet/linear feet removed from each area/room and a **distinct invoice number**.
3. Payment of invoice item shall not preclude the District from making a claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

### **17. Taxes**

Taxation for contractors is equated as follows: a 35% standard deduction is allowed. The remaining 65% is the prime contractor's taxable base.

Bullhead City Elementary School District – Bullhead Jr. High School is located in the Bullhead City city limits. Therefore, any work that is performed shall have 7.85% tax applied to 65% of the total price (or 5.1025% to the total price).

### **18. Licenses/Permits**

The contractor shall comply with all codes, (local, state, county, etc.). The vendor shall be responsible for the payment of all sales, excise and other taxes levied on all items concerned with the contract. The installer must hold a current Arizona Commercial Contractor's license covering the scope of this project.

The contractor's qualifications must be acceptable to the Arizona Registrar of Contractors. All licenses and insurance must be current and on file with Bullhead City Elementary School District before project begins.



## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

### **19. Performance Bonds**

If awarded a contract, the vendor agrees to furnish a 100% (including sales tax) Statutory Performance/Payment Bond for **all jobs that are \$50,000.00 and over** in accordance with ARS34-222 and provide a General Power of Attorney from an insurance company, licensed in the State of Arizona and rated "B+" in Best's Guide, or furnish a letter from the bonding company stating that a bond is being processed and provide the delivery date. This must be done within ten (10) days after written notice of award. Payment will not be made until required bonds have been received.

Personal surety bonds are not accepted by the Bullhead City Elementary School District.

Indicate in the Pricing Page of this bid the percentage or formula you use to calculate performance and payment bonds for jobs over \$100,000.00. Performance bonds will be required **only** when a job of \$100,000.00 or more is offered.

**NOTE:** Do not include any costs for bonds in your bid pricing. The cost for bonds, if needed, will be paid separately.

### **20. Subcontractors**

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

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

**It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Bullhead City Elementary School's property.**

Bullhead City Elementary School District will open the subcontractor envelope which accompanies the bid response from the apparent successful low bidder. Verification that the subcontractors are properly licensed through the State of Arizona will be done prior to making a recommendation to the governing board.

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

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

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

### **21. Liquidated Damages**

If the contractor shall neglect, fail or refuse to complete the work, surrender job documentation or update management plans within the time specified (in writing), or any proper extension granted by the District, then the contractor shall, as a part consideration for the awards of this contract, pay to the District the sum of \$1,000 per calendar day, not as a penalty, but as liquidated damages, for each and every calendar day the contractor shall fail after the time stipulated in the contract (or work order) to complete the work, surrender job documentation or update management plans.

The provision regarding completion time and liquidated damages which is included in this Invitation for Bid is a part of the contract documents and is incorporated by reference herein in its entirety.

It is hereby understood and mutually agreed that the date and time of beginning, rate of progress, number of shifts, hours in each shift, number of workers per shift and the time for completion of the work to be done **(in writing)** are essential conditions of this contract.

For any unforeseeable causes beyond the control and without the fault or negligence of the contractor, the contractor shall immediately from the beginning of any such delay, notify the District in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time limit of its decision in the matter.

### **22. Delivery**

All vendor expenses, including service/inspections, material, insurance, travel costs, per diem cost, clerical, etc. must be included in bid. The Bullhead City Elementary School District will not be responsible for payment for any cost not specified herein. No services shall be rendered until receipt of an official purchase order number from the District.

### **Purpose**

The purpose of this bid is to repair the gymnasium floor.

\*\*\*Please note that this project is contingent on funding approval from School Facilities Board. If funding is not approved by the School Facilities Board this project will not be awarded\*\*\*

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

### **Scope of Work**

Gymnasium Floor Repair – for estimating purposes only:

Remove VCT tile;

Remove existing gypsum-lake material from the floors;

Clean saw cut the channel surfaces (horizontal and vertical) by power washing;

After the floor has completely dried, fill the channels with a durable repair material (concrete patch, sanded epoxy, etc.);

Saw cut a new 3/16 inch wide floor slab joint into the repaired channel; and

Install new VCT tile.

## **BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

### **Bid Requirements**

One (1) hard copy of your bid must be submitted. The Bullhead City Elementary School District will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with ***index tabs***:

Tab 1 A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.

Tab 2 The form of contract for any award made as a result of this bid will be a district purchase order (issued annually), referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the bid.

Tab 3 Bid Page (page 27)  
Bid Pricing Page (page 28)  
Signature Page (page 29)  
Offer and Acceptance Form (page 30)  
Non-collusion Affidavit (page 31)  
Subcontractors List (page 32)  
Asbestos Statement (page 33)

**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

**Bid Page**

Tab 3

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Invitation for Bid.  
I/We agree to comply with the Districts rules, regulations and policies.

Addendum Acknowledgement: I/We have received and consider addenda through Addendum #\_\_\_\_\_

\_\_\_\_\_  
Name of Company Proposing

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

Company Bidding \_\_\_\_\_

**Bid Pricing Page**

Tab 3

Base Bid            \$ \_\_\_\_\_

Total Bid Price    \$ \_\_\_\_\_

**Include tax in the price of bid at a tax rate of 5.1025%**

Indicate in the Pricing Page of this bid the percentage or formula you use to calculate performance and payment bonds for jobs over \$100,000.00. Performance bonds will be required **only** when a job of \$100,000.00 or more is offered.

Bond percentage or formula: \_\_\_\_\_  
\_\_\_\_\_

Bond Cost        \$ \_\_\_\_\_

# BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT

## Signature Page

Tab 3

### SIGNATURE PAGE

Purchase orders issued to successful firm(s) will be made out to the company name indicated on the "Firm" line on this page. Be sure to fill in your company name as it will appear on your invoices in order to avoid delays in processing payment.

The signature on this page signifies that the submittal contained herein has been read thoroughly and is understood in its entirety and that the response submitted is accurate, reliable and in compliance with all requirements of the solicitation.

The persons, corporation, or company who makes the accompanying submittal, by the signature below, under penalty of perjury, certifies that such submittal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the submitting company has not directly or indirectly induced or solicited any other person(s) to submit a sham offer, or any other person, corporation, or company to refrain from presenting a submission, and that the submitting company has not in any manner sought by collusion to secure for itself an advantage over any other company.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Typed Name/Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Federal Tax Identification Number

\_\_\_\_\_  
E-Mail Address

COMPANY IS: (Please check those that apply):

Corporation  Partnership  Limited Partnership  Sole Proprietorship

Incorporated:  Yes  No

Other: Please Explain Below

# BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT

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## Offer and Acceptance

Tab 3

### CERTIFICATION

By signature in the Offer section below, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
  2. The offeror shall not discriminate against any employee or applicant for employment in violation of 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 offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
  4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
  5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
  6. In accordance with A.R.S. §§ 35-391, the Offeror does not have scrutinized business operations in Sudan.
  7. In accordance with A.R.S. §§ 35-393, the Offeror does not have scrutinized business operations in Iran.
  8. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
- The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License Number: For clarification of this offer, contact:

\_\_\_\_\_ Name: \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ % E-Mail: \_\_\_\_\_

\_\_\_\_\_ Company Name Signature of Person Authorized to Sign Offer

\_\_\_\_\_ Address Printed Name

\_\_\_\_\_ City State Zip Title



**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

**Non-Collusion Affidavit**

Tab 3

State of \_\_\_\_\_

County of \_\_\_\_\_

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

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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

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

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

**ACCEPTANCE OF OFFER**

**The offer is hereby accepted.**

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

**This contract shall henceforth be referred to as 208-2019.**

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

**Awarded this \_\_\_\_\_ day of 20 \_\_\_\_\_**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

COMPANY BIDDING \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

This attachment to Bid shall be submitted along with the Bid Form, each of which shall be placed in a separate SEALED envelope.

Each envelope shall bear the name of the Contractor making submittal with identification of contents contained therein.

The Contractor must list below the names, license and classification numbers of all qualified subcontractors and/or suppliers they will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete this list properly will constitute sufficient grounds to reject the bid.

TRADE	FIRM NAME	LICENSE NO./CLASS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

# BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT

## BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT GENERAL NOTIFICATION ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

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

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

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Bullhead City Elementary School District. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM.

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

#### HOLD HARMLESS:

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

I have read the above information and will comply.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Typed Name/Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number/FAX Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

**BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT**

AFFIX TO THE FRONT OF YOUR BID CONTAINER

**Submitted by**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**SEALED BID**

Bullhead City Elementary  
School District  
Attn: **Purchasing**  
1004 Hancock Rd Suite 100  
Bullhead City, AZ 86442

**Bid #2020-21-003**

**Bullhead Middle School Gym Floor Repair**

**Due Date: July 9, 2020 at 2:00pm**