

	<b>NOTICE OF INVITATION FOR BID</b>		Santa Cruz Valley Unified School District #35 570 Camino Lito Galindo Rio Rico, AZ 85648 520-281-8282
	IFB: 21-08 SFB#: BRG-DSGN-00134 PROJECT: Rio Rico High School SFB BRG for Fire Alarm Replacement	Page 1 of 62	

**INVITATION FOR BID#: IFB 21-08 | SFB #BRG-DSGN-00134**

**MATERIAL OR SERVICE: REQUEST FOR BIDS**

**PLANS AVAILABLE: February 19, 2021**

**DUE DATE AND TIME: March 5, 2021 at 10:00AM**

**BID OPENING DATE: March 5, 2021 at 10:30AM**

**AWARD CONTRACT (ESTIMATE): April 7, 2021**

**OPENING LOCATION: Santa Cruz Valley Unified School District Office 570 Camino Lito  
 Galindo  
 Rio Rico, AZ 85648  
 Attention: Lourdes Ocampo, Purchasing Department  
[locampo@scv35.org](mailto:locampo@scv35.org)**

**PRE-BID CONFERENCE DATE|TIME: February 26, 2021 at 10:30AM**

**PRE-BID CONFERENCE LOCATION: Rio Rico High School  
 590 Camino Lito Galindo  
 Rio Rico, AZ 85648**

**SUBSTITUTION REQUESTS, DUE BY EMAIL: March 1, 2021 at 4:00PM**

**QUESTIONS, DUE BY EMAIL: No later than March 1, 2021 at 4:00PM**

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 Santa Cruz Valley Unified School District No. 35, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the Offeror's submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made. If you need directions to our office, please call (520) 281-8282.

Lourdes Ocampo  
 Purchasing  
 (520) 375-8272  
[locampo@scv35.org](mailto:locampo@scv35.org)

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Three (3) sets of the bid package are requested: one marked "Original", one marked "Copy", and one electronic copy on a USB. Should the hard copy and USB copy inadvertently have a discrepancy, the hard copy shall prevail. 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 package. 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:

Lourdes Ocampo, Purchasing  
 Email : [locampo@scv35.org](mailto:locampo@scv35.org)

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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: <https://www.azleg.gov>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: [https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf)

I.R.S. W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.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:

- I. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer. II. **“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.
- III. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- IV. **“Contractor”** means any person who has a contract with the School District.
- V. **“Days”** means calendar days unless otherwise specified.
- VI. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- VII. **“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.
- VIII. **“Offer”** means bid, proposal or quotation.
- IX. **“Offeror”** means a vendor who responds to a Solicitation.
- X. **“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.
- XI. **“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.
- XII. **“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.
- XIII. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- XIV. **“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. XV. **“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. XVI. **“School District”** means the School District that executes the contract.

## 2. Inquiries

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.

- I. 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.

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- II. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- III. 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.
- IV. 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.
- V. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- VI. 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.
- VII. 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

- I. **Forms: No Facsimile or Electronic Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, electronic or mailgram offer shall be rejected.
- II. **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.
- III. **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.
- IV. **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.

- V. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- VI. **Cost of Offer Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.
- VII. **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 due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to

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follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

- VIII. **Federal Excise Tax.** School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- IX. **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.
- X. **Identification of Taxes in Offer.** School Districts are subject to all applicable state and local transaction privilege 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.
- XI. **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.
- XII. **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

- XIII. **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

- I. **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.

- II. **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.
- III. **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

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determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

- IV. **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 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**

- I. **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.
- II. **Late Offers.** An offer submitted after the exact Offer due date and exact time shall be rejected.
- III. **Disqualification.** The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- IV. **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).
- V. **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.
- VI. **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.

**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.

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**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, Laura Noel, Ed.D. Superintendent. A protest of a Solicitation shall be received by the District Representative before the 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:

1. The name, addresses, and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. 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 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.

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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.

5. 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**

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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 Santa Cruz Valley Unified School District #35 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Districts, 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

D. Force Majeure.

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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.

5. 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. 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.

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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.

**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

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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

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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 re-procuring 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. Title 15-213 and rules adopted thereunder.

### 10. 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.

### 11. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal 17 Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

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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.

### 12. Terrorism Country Divestments

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

### 13. 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.

In accordance with A.R.S. §§ 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**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 the Santa Cruz Valley Unified School District.

**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 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.

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**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**

The Santa Cruz Valley Unified School District 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;

1. gross mismanagement of a contract or grant;
2. a gross waste of public funds;
3. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
4. an abuse of authority related to the implementation or use of public funds; or a violation of law, rule, or 5. 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.

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## **SPECIAL INSTRUCTIONS TO OFFERORS**

### **1. Pre-Bid Conference**

**February 26, 2021 at 10:30AM**

Rio Rico High School  
 590 Camino Lito Galindo  
 Rio Rico, AZ 85648

### **2. Inquiries**

All questions regarding this IFB must be submitted by email no later than 4:00 p.m. Arizona Time, on March 1, 2021 to Lourdes Ocampo at [locampo@scv35.org](mailto:locampo@scv35.org). The Offeror shall not contact any other individuals to obtain information concerning the solicitation or its contents.

### **3. Interpretations and Amendments**

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

### **4. Purpose of Specifications**

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



must indicate such in its bid.

## 5. Use of Brand Names

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

## 6. Examination of Contract Documents and Project Site

**A.** Before submitting a Bid, Offerors shall carefully examine all of the Contract Documents and visit the Project site and fully inform themselves as to all existing conditions and limitations. Offerors shall

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include in their Bid a sum to cover the cost of all items included in the Contract. The Offeror, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Offeror might have fully informed themselves prior to the bidding.

**B.** All quantities for bid submittal purposes are to be field verified by Offeror prior to submitting bid submittal. The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that the Santa Cruz Valley Unified School District is under no obligation to solicit such information if it is not included with the Offerors bid. Failure by the Offeror to submit such information may cause an adverse impact on the evaluation of the Offerors bid.

## 7. Request for Approved Equal

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

**A.** Offerors shall submit written requests to obtain approval to use unspecified products no later than **4:00 p.m. on March 1, 2021**.. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including data necessary to demonstrate acceptability. The District shall consider and either approve or reject all proposals submitted and shall comply with the following requirements:

1. If the District has approved an alternative product offering, the Offeror will be contacted with the approval and the Offeror's Bidding Documents shall be modified to include the alternative products.

2. If the District rejects an alternative product proposal, notice of the rejection shall be given to the Offeror prior to the deadline for receiving bids. Notice shall include an explanation for rejection of the product.

**B.** The Offeror's request for approval of any substitution shall include all of the following: 1. Complete data substantiating compliance of the proposed substitution with the Contract Documents. 2. Product identification, including manufacturer's name, address and phone number. 3. Manufacturer's literature showing complete product description, performance and test data and all reference standards. 4. Samples and colors in the case of articles or products.

- 5. Name and address of similar projects on which the product was used and date of installation.
- 6. For construction methods, include a detailed description for proposed methods.
- 7. Itemized comparison of proposed substitutions with product or method specified.
- 8. An "Intent to Warranty" on letterhead from the manufacturer or reputable distributor listing Santa Cruz Valley School District as the District with the School Site as the address.

C. Substitution requests shall be made on the "Substitution Request Form" included in this bid package.

D. The decision of the District regarding the approval of items for which substitution is requested will be final. In the event of an approved substitution, if such substitution is later determined by the District to be unacceptable for any reason, including the necessity to perform extended redesign or rework of the project in order to accommodate the substitution, or if it becomes apparent to the District that the substituted item will not perform or function as well as the specified item, the Offeror will be required to furnish the original specified item or request approval to use another substitution. The Offeror will pay all costs, expenses or damages associated with or related to the unacceptability of a substitution and the resultant utilization of

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any item. The Offeror further understands and agrees that a time extension will not be granted due to delays associated with or related to the unacceptability of a substitution.

E. If a substitution is approved; no subsequent change in brand or make will be permitted unless satisfactory written evidence is presented to the District that the manufacturer cannot make scheduled delivery of the approved substitute item.

F. Substitutions will not be considered for approval by the District prior to or after the award of the Contract if:

- 1. The proposed substitution is indicated or implied on shop drawings or product data submittals and has not been formally submitted for approval by the Offeror in accordance with the above stated requirements.
- 2. Acceptance of the proposed substitution will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the District.

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

Time is of the essence for this project. If an Offeror wishes to use items of equipment and/or materials other than those identified by trade or manufacturer's name, model or catalog number in the Specifications, Offeror shall submit the request for approval to the District no later than 4:00 p.m. on March 1, 2021. Approvals will be granted only upon individual requests of prime bidding contractors. No approvals for substitutions will be granted directly to suppliers, distributors or subcontractors. Each request shall include all basic data and characteristics of the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the Offeror to submit complete descriptive and technical information so that the District can make a proper appraisal. All requests shall be in writing, addressed to Lourdes Ocampo at [locampo@scv35.org](mailto:locampo@scv35.org). If the District has approved an alternative product offering, the Offeror will be contacted with the approval and the Offeror's Bidding Documents shall be modified to include the alternative products.

**9. Submission of Bid Package**

The bid package, also known as the Offer, should be prepared simply and economically, providing a

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

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

I. Company Profile

- a. Primary Office location and Contact details (address, phone numbers, email address, etc.)
- b. AZ ROC license(s)
- c. Litigation and Complaints
- d. Fingerprinting and Background Clearances

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

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

**4. Bonding:** All bonds shall be provided to Santa Cruz Valley Unified School District and must be from Surety Companies licensed in the State of Arizona, with a General Power of Attorney and rated "A+" in Best's Guide.

**1. Bid Bond:** An irrevocable bid security payable to the Santa Cruz Valley Unified School District in the amount of 10.00% of the total bid project cost is required. This security should be in the form of a bid bond, certified check, cashier's check, or cash and must be in the possession of the District by the due time and date cited for this solicitation.

**2. Performance Bond:** The contractor shall be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Santa Cruz Valley Unified School District, binding the contractor to provide faithful performance of the contract. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. The cost of this bond is itemized on the bid submittal form.

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

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

**3. Payment Bond:** The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the Santa Cruz Valley Unified School District. The cost of this bond is included in your base bid.

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

**D. Subcontractors:** A completed Subcontractor form shall be included listing only one name for each branch of the work. This form should be included even if your firm is self-performing 100% of the work and not utilizing any Subcontractor(s). The Subcontractor list should be submitted in separate envelope in the bid package. It is the contractor's responsibility to know if their license classification is valid to perform the Scope of Work, as presented. Contractors listed on the Subcontractor form are only valid if the firm possesses a license for the specified type of work. The Subcontractor list may not be changed from as submitted without the District's written approval.

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

**F. Bid Pricing Submittal:** Offerors must submit their pricing as outlined on the Bid Pricing Submittal form. Additions and subtractions will be determined upon project completion. These line items are to be added to the Base Bid and other line items listed to provide the overall Total Bid Project Cost. Other items listed on the Bid Pricing Submittal include:

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

2. Schedule (Based on Notice to Proceed): On your letterhead, a schedule based on Notice to Proceed through Substantial Completion (July 8, 2021) should be provided and include milestones for the project.

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

**H. Asbestos Certification - Notarized:** The completed form should be notarized and included in the bid package to attest that all materials to be used in the project are and shall be free of asbestos.

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

Acceptance Form may result in rejection of the Offer.

**J. Deviations and Exceptions:** The form shall be completed if there are any deviations/exceptions to the information found within the Invitation for Bid. Any deviation or exception not included on the form provided

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shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the IFB.

**K. Conflict of Interest:** A statement disclosing any relationship with a District Employee or Governing Board member must be included in the bid package.

**L. Drug-Free Workplace:** The form indicates if your firm has a policy in place or not and should be included in the bid package.

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

**N. I.R.S. W-9 Form, Request for Taxpayer Information:** Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract.

**O. Vendor Application Form:** Offeror should submit a current Vendor Application Form with the bid package. The vendor application form is required in order ensure correct order and payment information under this Contract.

## 10. Offer Submission, Due Date and Time

It is the Offeror's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to the Santa Cruz Valley Unified School District. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, Santa Cruz Valley Unified School District will not be held responsible and the late bid package shall not be considered.

## 11. Evaluation

**Opening:** Sealed bids received by the correct time and date shall be opened and each Offeror's pricing shall be publicly read and entered into a spreadsheet. Due to COVID-19 precautions, the Bid Opening will be conducted via Zoom Conference at this link: <https://us02web.zoom.us/j/83115339205>

A. All other information contained in the Offer shall remain confidential until award is made.

B. **Evaluation Criteria:** Bids may not be considered responsive and/or acceptable if they do not contain information sufficient to perform the necessary vetting of information requested in the IFB. Necessary components include an indication of the Offeror's intent to be bound, bid pricing submittal, acknowledgement of amendment(s), appropriate bonds, warranty information, company profile and any pertinent reference data as required. As stated in the Uniform Instructions, Exceptions to the Terms and Conditions may impact a

Offeror's susceptibility for award. Once the bid package is determined responsive and the Offeror is determined to be responsible, price is the most important factor. A tally sheet will be developed with the pricing and costs requested in the IFB.

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

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

**1. Mandatory Responsiveness Requirements:**

- a. A Signed Offer Form is included;
- b. A Bid Bond is included;
- c. Offeror possesses a valid license to perform the Scope of Work identified;
- d. Offeror does not have any unresolved issues at the Arizona Registrar of Contractors;
- e. Offeror does not have any unresolved issues with previous District; and
- f. References demonstrating experience with similar projects of size and scope in Arizona.

**2. Debarment, Suspension or Contract Termination**

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

**3. Bid Submittal Package**

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

**4. Additional Responsibility Factors**

- a. The proposed contractor's stability, material, personnel and other resources, including subcontractors;

- b. The proposed contractor's record of performance and integrity;
- c. Whether the proposed contractor is qualified legally to contract with the public entity;
- d. Whether the proposed contractor supplied all necessary information concerning its responsibility;

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- e. Complaints on file with the Registrar of Contractors;
- f. Prior litigation history; and References may result.

**12. Award**

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

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

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**SPECIAL TERMS AND CONDITIONS**

**1. Purpose**

The purpose of this solicitation is to hire a qualified Contractor who can provide construction services for the replacement of the fire alarm systems of Rio Rico High School, Santa Cruz Valley Unified School District.

**2. Site Visit**

The contractor is responsible to visit the site to ascertain the full extent of work be required. No additional compensation will be allowed for failure to ascertain full extent of the work through visual inspection of existing conditions. All interested parties will have the opportunity for a visual inspection by calling Scott Peters, Santa Cruz Valley Facilities Manager, at (520) 619-1190.

**3. Contract**

This contract between the District and the Contractor shall consist of the solicitation as amended, any requests

for clarifications, and the bid submitted by the Contractor. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the District reserves the right to clarify any contractual requirement in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

**4. Contract Type**

This contract is a Fixed Firm Price.

**5. 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.

**6. Substitute Securities**

The District will accept substitute securities in lieu of retention only in strict compliance with R7-2-11 14. If satisfactory progress is made on the Project, one-half of the funds held as substitute security will be returned upon fifty percent (50%) completion of the Project. Interest on all substitute securities will be held until final payment. All requests for substitute securities must be made on District approved forms, copies of which may be obtained from the District upon request.

**7. Investigation by Offeror.**

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

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**8. Contract Award.**

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

**9. Terms of Award**

It is the intent of the District to recommend a **single award** of this contract to the Santa Cruz Valley Unified School District Governing Board.

**10. Award Basis**

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. If a contractor receives a bid award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements,



or material that meets the Districts 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 the District's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the Offeror upon verbal notification.

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 highest ranked Offeror if this determination occurs within a reasonable time period after contract award.

**11. Retention**

ADM Group, Inc. and the Santa Cruz Valley Unified School District shall perform the final inspection. R7-2-1104 requires 10% retention of the total cost of the job will be held until the final inspection is accepted by the District and School Facilities Board Representative. The Contractor shall seek written approval from an appropriate District Representative for any changes or deviations from specifications or instructions.

**12. Progress Payments**

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

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

Payment shall be based on the work actually performed during the preceding calendar month. Payment may be made for equipment not yet installed but delivered and suitably stored at the project site, or at some other location agreed upon in writing by ADM Group, Inc. and the District to be transported to the site and installed at a later date, under such conditions agreed upon in writing by the District.

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

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

**13. Approvals for Payment**

If the Contractor has submitted an Application as above (Progress Payments), then not later than the fifth day of

the month, ADM Group, Inc. and Santa Cruz Valley Unified School District's Representative shall approve or otherwise act on the Application and forward the Application to the District immediately for such amount as determined to be properly due, or state in writing the reasons for withholding a part of or the entire amount of the amount applied for as provided in the Subsection, Payments Withheld.

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

**14. Payments Withheld**

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

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

**15. District's Right to Request Completion of Work**

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

**16. Key Personnel**

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

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed

or replaced without written notice to the District.

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

**17. Insurance**

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

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Santa Cruz Valley Unified School District as an additional insured party. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

**18. Acceptance Period**

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In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 90 days after the opening time and date.

**19. Time frame For Completion**

Work shall commence on upon award, and the notice to proceed in the form of a Purchase Order. The substantial completion date is July 8, 2021.

**20. District's Contingency Allowance**

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

**21. Liquidated Damages**

If the selected Offeror fails to meet the substantial time requirements for the delivery and/or installed acceptable implementation of the project, liquidated damages of \$750 per day may be assessed for each day beyond sunset July 8, 2021. However, should an unforeseen problem arise, an extension may be granted in writing at the discretion of the District. **Substantial completion must be by sunset July 8, 2021.**

If the selected Offeror shall fail or refuse to complete the work within the time specified, then the selected Offeror shall agree as a partial consideration for the awarding of the contract, that the Santa Cruz Valley Unified School District may retain from compensation otherwise to be paid to the selected Offeror, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar

day that the selected Offeror shall be default after the time stipulated in the bid for completion of substantial work status and final completion.

## 22. Inspection

The job will have a final inspection and acceptance by the Santa Cruz Valley Unified School District. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by ADM Group, Inc. and a representative of the Santa Cruz Valley Unified School District upon completion of the Project.

## 23. Damages

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

## 24. Source Limitations

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

## 25. Licenses

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

## 26. Compliance with Specifications

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

- A. American Coating Association (ACA)
- B. American Concrete Institute (ACI)
- C. American Institute of Architects (AIA)
- D. American National Standards Institute (ANSI)
- E. American Standards Association (ASA)
- F. American Society of Safety Engineers (ASSE)
- G. American Society for Testing and Materials (ASTM)

- H. Asphalt Roofing Manufacturers Association (ARMA)
- I. Construction Specifications Institute (CST)
- J. Factory Mutual (FM)
- K. International Energy Conservation Code (IECC)
- L. International Fire Code (IFC)
- M. International Mechanical Code (IMC)
- N. International Plumbing Code (IPC)
- O. National Electrical Code (NEC)
- P. National Demolition Association (NDA)
- Q. National Electrical Code (NEC)
- R. National Emission Standards for Hazardous Air Pollutants (NESHAP)
- S. National Roofing Contractors Association (NRCA)
- T. Sheet Metal Air Conditioning National Association (SMACNA)
- U. Spray Polyurethane Foam Alliance (SPFA)
- V. Tile Council of North America (TCNA)
- W. The Society for Protective Coatings (SSPC)
- X. Underwriter's Laboratories, Inc. (UL)
- Y. Western States Roofing Contractors Association (WSRCA)

**27. Warranty and Quality Guarantee**

Contractor warrants that any equipment or material supplied to the District shall fully conform to all requirements of the contract and all representations of contractor and shall be fit for all purposes and uses required by the contract.

**28. Contractor's Warranty:** Provide 2-year warranty, or a longer period when so specified, for all content as required by the Arizona Registrar of Contractors.

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

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

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

**30. 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 A.R.S. subsection 41-4401, A.R.S. 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.

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.

### 31. Hazard Notification

Contractor must advise Santa Cruz Valley Unified School District whenever work is expected to be hazardous to school children, District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of ADM Group, Inc. immediately to determine remediation efforts.

### 32. Regulatory Agencies

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

### 33. Buy American Provision

Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially"

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means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

### 34. Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

In accordance with OMB Circular A-110, the District shall make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises (SMWBE), whenever possible by 1) ensuring that SMWBE are used to the fullest extent practicable; 2) making information on forthcoming opportunities available and arranging time frames for purchases and contracts to encourage and facilitate participation by SMWBE; 3) considering in the contract process whether firms competing for larger contracts intend to subcontract with SMWBE; 4) encouraging contracting with consortiums of SMWBE when a contract is too large for one of these firms to handle individually; and 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of SMWBE.

### 35. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, Contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

### 36. Certification Regarding Lobbying

Pursuant to 31 USC 1352, Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in C.F.R. Part 200.450. By signing the Offer & Acceptance form, Contractor shall certify that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000)

### 37. Certificate of Independent Price Determination

Offeror agrees that all prices in this Offer 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 certification regarding non-collusion.

### 38. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

### 39. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

**40. Contract Work Hours and Safety Standard Act**

Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327– 330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Only applies to contracts over \$2,500)

**41. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By signing the Offer & Acceptance form, Contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. Contractor shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

**42. Energy Policy and Conservation Act**

Contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

**43. Equal Employment Opportunity**

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Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 60).

**44. Record Keeping**

The books, documents, papers and records of Contractor pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by duly authorized representatives of the District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 C.F.R. Part 200.318(i).

**45. Invoicing**

Contractor fully discloses all discounts, rebates, allowances and incentives received by Contractor from its suppliers. If Contractor receives a discount, rebate, allowance, or incentive from any supplier, Contractor must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received



based on the purchases made on behalf of the District. Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in Contractor receiving payments in excess of the Contractor’s actual, net allowable costs. 7CFR§210.21 (f)(2)

**46. Termination Clause**

The contract may be terminated for cause and for convenience by the District. Appendix II to 2 C.F.R. Part 200. (Only applies to contracts over \$10,000).

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**47. Other Requirements**

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

- A. Sign-in and present positive identification
- B. Park in assigned locations
- C. No weapons in vehicles or on campus
- D. No smoking on campus
- E. No foul or offensive language
- F. No alcohol or tobacco use of any kind on campus to include on person, in vehicles or equipment
- G. No clothing referencing any of the above
- H. No speaking to students
- I. No leering or whistling
- J. Site must be safe at the end of each day
- K. These are no tolerance terms

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**Scope of Work**

**Project**

Rio Rico High School - Fire Alarm Replacement

**Contractor Requirements**

Contractor shall have a minimum of five (5) years of experience in new construction services.

**Drawings, Detailed Scope of Work and Specifications**

Construction documents from ADM Group, Inc. are titled as follows:

“Rio Rico High School – Fire Alarm Replacement”

**Project Manual**

Exhibit A: Construction Documents – Drawings & Specifications

All materials and equipment shall be new. Refurbished materials and equipment will not be accepted.

**Preconstruction Meeting**

This date will be established after the award of contract.

**School Information**

Santa Cruz Valley Unified School District - 570 Camino Lito Galindo, Rio Rico AZ

Office Hours: 7:30 a.m. – 4:00 p.m. | Office Phone: (520) 281-8282

**Work Hours:** Due to COVID19, HOURS ARE LIMITED

**Utilities** - Contractor shall provide, and maintain in clean order, temporary toilet facilities for use throughout the project duration.

**General Project Notes**

- A. The contractor shall be responsible for verifying the existence and location of all underground or concealed utilities in advance of any construction. The contractor is responsible to hire a private utility locating service to locate all underground utilities on or near the project site.
- B. Contractor shall be responsible for verifying any or all existing conditions prior to the start of construction. Any utilities found to be in the way of the new construction shall be removed, relocated or replaced as directed. Refer to plumbing, electrical, mechanical and/or civil plans for specific requirements.
- C. It shall be the contractor’s responsibility to remove all abandoned (retired) utilities that interfere with the construction project. The contractors and local utility and traffic crews shall coordinate work schedules so as to prevent any conflicting work conditions.

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- D. Contractor shall repair any and all utilities damaged during the course of construction in accordance with local specifications, at no additional cost.
- E. Contractor to notify "Arizona 811" @ 1-800-782-5348, at least 48-hours in advance of any excavation. Utility locations shall be coordinated with the architect.
- F. All items removed shall be temporarily stored in a location approved by the owner, and the owner shall review all items prior to any disposal. Any item which is deemed salvageable shall remain the owner's property and will be removed to storage facilities designated by the owner for future use. If the owner deems an

item as non-salvageable, the contractor shall dispose of it.

G. The contractor is responsible for the removal and disposal of any debris resulting from the demolition and construction. At no time shall any of this material obstruct the normal operation. H. Contractor shall be responsible for the removal of any or all excess excavation and construction related debris, at the end of each work day.

I. The contractor is advised that damage to any portion of this project's building(s) & surrounding area as a result of this project is to be repaired at the contractor's expense.

J. It is the contractor's responsibility to inspect the job site to familiarize her/him-self with all the existing conditions that could affect the installation of any work set forth in these plans.

K. The job site, at the completion of construction, shall be cleaned of any debris or spoils resulting from the construction.

L. The contractor is responsible to field verify all existing recorded dimensions indicated and all existing conditions that impact new construction.

M. The contractor shall establish all quantities based on actual conditions. These drawings are not to be scaled.

N. Metal stud partitions are dimensioned to face of stud. All rough openings are located 4" to nearest adjacent wall unless dimensioned otherwise.

O. Comply with all applicable codes, rules and regulations. Obtain and pay for all permits and licenses required.

P. Refer to building code analysis sheets for additional code requirements.

Q. The contractor shall notify the architect at least 72 hours in advance of any construction that requires special/required inspection(s).

R. Reference all architectural, civil, landscaping, mechanical, plumbing, electrical, and telecommunication sheets for scope of work & coordination.

S. All materials required shall be of a grade and quality consistent with the intended use as specified & approved by the architect.

T. All equipment or materials not shown or specified on the plans or in the specifications but are required to complete the installation shall be supplied by the contractor as part of the contract work. U. Seal all penetrations around pipe/conduit at all wall penetrations.

V. Unless otherwise noted all blocking or backing material shall be solid wood for all wall mounted items. W. Install a continuous bead of sealant at all gaps/seams between immovable equipment and walls. X. All surfaces shall be painted or finished per specification. Refer to floor plans, room finish schedule, building/wall sections, details and specifications for additional painting & finish requirements. Y. All terminations of carpet, tile, or vct to another floor material shall have transition or reducer strips - see specs.

Z. All interior finishes shall conform to the requirements of chapter 8 of the 2018 international building code.

AA. Provide an escutcheon at each pipe penetration @ floor and/or wall surfaces, typical. BB. All cores into walls and slabs shall be prior approved by the architect and structural engineer. CC. Install gypsum board control joints at all locations indicated or if not indicated as according to the requirements that are established in the specifications.

DD. Fire lanes shall be maintained in a condition to assure access to all buildings during construction.

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EE. All new roofing systems to have a class "a" fire rating per specification section 07527.

FF. Smoking, tobacco products, or electronic cigarettes are prohibited on campus.

## Cleanup

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged back to the Contractor. Remove all

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

### Worksite Safety Restoration

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

### Questions

Offerors who have questions about this IFB are required to submit their questions, by email, to Lourdes Ocampo at [locampo@scv35.org](mailto:locampo@scv35.org). **All questions must be submitted by March 1, 2021 at 4:00 p.m. Arizona Time.** Responses will be addressed in an Addendum to the IFB if necessary. Addendums must be acknowledged where designated in the solicitation. The purpose of the Addendum is to clarify, if necessary, the terms of this Invitation for Bid, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Invitation for Bid, or if in doubt as to their meaning, such matters should be presented in writing.

Phone calls with questions or requests for information regarding the Invitation for Bid will not be accepted. Oral statements or instructions will not constitute an amendment to this Invitation for Bid. Please submit any questions or discrepancies to Lourdes Ocampo at [locampo@scv35.org](mailto:locampo@scv35.org). We recommend you request a delivery and read receipt of all e-mails sent to the District regarding this solicitation.

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### SUBSTITUTION REQUEST FORM

**If your organization is offering substitution equipment for consideration submit this completed form via email to:**

Santa Cruz Valley Unified School District, Lourdes Ocampo at [locampo@scv35.org](mailto:locampo@scv35.org) and ADM Group, Inc.'s representative, Jenifer Weskalnies at [jweskalnies@admgrouppinc.com](mailto:jweskalnies@admgrouppinc.com) no later than **4:00 p.m. Arizona Time, March 1, 2021.**

The following is hereby submitted for consideration:

Proposed Substitution:

---

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

**A.** Is the "Intent to Warranty" from the manufacturer or reputable distributor attached listing the School Site address and Santa Cruz Valley Unified School District as the Owner?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**B.** Are changes required to the current project design in order to properly install proposed substitutions? Is the weight equal?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**C.** Will the undersigned pay for changes to the project design, including engineering and drawing costs, caused by requested substitutions?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E.** Does substitution affect Drawing dimensions?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**F.** What effect does substitution have on other trades?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**G.** Does manufacturer's warranty or proposed substitution differ from that specified? Yes \_\_\_ No

\_\_\_ If No, explain: \_\_\_\_\_

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**H.** Will substitution affect progress schedule?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**I.** Will substitution require more license fees or royalties than specified product?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**J.** Will maintenance and service parts be locally available for substitutions?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

**K.** Does the manufacturer have an unresolved warranty issues with any previous District projects?

Yes \_\_\_ No \_\_\_ If No, explain: \_\_\_\_\_

Submitted By: \_\_\_\_\_

\_\_\_\_\_  
**Signature Printed Name Date**

\_\_\_\_\_  
**Telephone Email Fax**

For District/ADM Group, Inc. Only:

Signature Printed Name Date

Accepted: \_\_\_\_\_ Accepted as Noted  
Signature

Rejected: \_\_\_\_\_ Rejected as Noted Signature

Remarks:

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**BID COVER SHEET**

Rio Rico High School - Fire Alarm Replacement

Three (3) copies of your bid, (1) original, (1) copy, and one (1) USB must be submitted. The Santa Cruz Valley Unified School District #35 will not assume responsibility for any costs related to the preparation or submission of the bid.

<b>Checklist</b>	<b>Initial each Box when completed</b>
<b>Bid Pricing Submittal</b> – should include	
<i>Guarantees of materials, warranty and workmanship</i>	
<i>Restatement of Work</i>	
<i>Scheduled based on Notice to Proceed through Substantial Completion on company letterhead</i>	
<i>Intent to Warranty – required for applied coating systems only</i>	
<b>Bid Bond</b> – 10% of the Total Bid Project Cost <b>Performance Bond</b> – <i>within 48 hours of award</i>	
<b>Payment Bond</b> – <i>within 48 hours of award</i>	
<b>Subcontractor List</b> – Should be completed and submitted in a separate envelope even if self- performing 100% of the work. Applied coating systems certification should be included, if applicable to any Subcontractors listed	

<b>Asbestos Certification Statement - <i>Notarized</i> Questionnaire</b>	
<i>Company Profile Information</i>	
<i>References</i>	
<i>Copy of appropriate AZ Construction License(s)</i>	
<b>Addendum(s)</b>	
<b>Drug Free Work Place Form Confidential / Proprietary Statement Conflict of Interest</b>	
<b>Non-Collusion Statement - <i>Notarized</i> Deviations and Exceptions</b>	
<b>Offer and Acceptance</b>	
<b>Certification of Insurance</b>	
<b>Vendor Application</b>	
<b>I.R.S. W-9 Form</b>	
<b>Bid Package Label</b>	

The form of contract for any award made as a result of this bid will be a district purchase order referencing this bid. 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.

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**BID FORMS**

RE: SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT  
 RIO RICO HIGH SCHOOL - FIRE ALARM REPLACEMENT  
 TO: SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT  
 570 CAMINO LITO GALINDO  
 RIO RICO, ARIZONA 85648

We, the undersigned, propose to do all the work and furnish all the labor, physical plant and materials necessary for the work set

forth in the Bidding Documents, titled *Rio Rico High School-Fire Alarm Replacement*. We further declare that we have carefully read and examined the referenced Bidding Documents that we have made a personal examination of the site, we understand the exact Scope of the Project, and by making the Bid, declare that we are in compliance with all requirements thereof. We acknowledge receipt of the following Drawing Issue and Addenda and have included their provisions in this Bid.

Addendum No. Dated Drawings Dated

Addendum No. Dated Specifications Dated

Addendum No. Dated Drawings Dated

Addendum No. Dated

Specifications Dated

1. To hold the Bid open until 60 days after date for receipt of bids.  
In submitting this Bid, We agree:
2. To enter into and execute a Contract, and to furnish Statutory Performance and Payment Bonds and Insurance Certificates in accordance with the Contract Documents, within 24 hours after notice of award of contract.
3. To accomplish the work in accordance with the Contract Documents.
4. To provide substantial completion of the work by the date stated in the Calendar of Events contained in the Project Manual and that failure to meet this provision will result in Owner applying provisions of liquidated damages in accordance with the Contract Documents.

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**Base Bid - SFB Funded Scope of Work:**

Rio Rico High School – Fire Alarm Replacement

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum price:

Dollars (\$\_)

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We have enclosed the required photocopy of License(s) and Subcontractor List Form with this Bid.

Date \_\_\_\_\_

Contractor \_\_\_\_\_

By

Title

Address



Telephone

Surety

License No. \_\_\_\_\_

(Seal if Corporation)

**END OF SECTION**

	<b>NOTICE OF INVITATION FOR BID</b>		Santa Cruz Valley Unified School District #35 570 Camino Lito Galindo Rio Rico, AZ 85648 520-281-8282
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**PROPOSED SUBCONTRACTORS FORM**

**PARTICULARS**

1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID: SUBMITTED BY CONTRACTOR: [ ]

1.02 (OWNER ): **SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT**

1.03 THE FOLLOWING SUBCONTRACTORS WILL WORK ON THE CONSTRUCTION OF THE ABOVE NAMED PROJECT IF THE BID IS ACCEPTED BY THE OWNER FROM THE ABOVE NAMED GENERAL CONTRACTOR. "GENERAL CONTRACTOR" IS INSERTED FOR THOSE CATEGORIES FOR WHICH NO SUB-CONTRACT WILL BE LET. "NOT APPLICABLE" IS INSERTED FOR THOSE CATEGORIES WHICH THE GENERAL CONTRACTOR BELIEVES ARE NOT APPLICABLE TO THIS PROJECT.

**LIST OF SUBCONTRACTORS**

PAINTING: (09 91 00)

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

ELECTRICAL: (DIVISION 26)

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

FIRE PROTECTION / FIRE ALARM

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

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OTHER

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

OTHER

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

OTHER

Name:		License No.:	
Address:		Contact:	
Address - City State		Class:	
Phone:			

END OF SECTION

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**BID BOND PURSUANT TO RULE R7-2-1102  
OF THE ARIZONA ADMINISTRATIVE CODE  
(SCHOOL DISTRICT PROCUREMENT RULES)**

**(Penalty of this bond must be not less than 10% of the bid amount)**

Rio Rico High School – Fire Alarm Replacement

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of, with its principal office in the City of (hereinafter called the Surety"), as Surety, are held and firmly bound unto Santa Cruz Valley Unified School District No. 35 (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 proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal, then this obligation is void. Otherwise, it remains in full force and effect; provided, however, that this bond is executed pursuant to the provisions of Ariz. Admin. Code Rule R7-2-1102, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

AGENCY OF RECORD

Agency Address

Seal

By \_\_\_\_\_ Title \_\_\_\_\_

SURETY Seal By \_\_\_\_\_

Title \_\_\_\_\_

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**PERFORMANCE BOND  
 PURSUANT TO R7-2-1103 OF THE ARIZONA ADMINISTRATIVE CODE  
 (SCHOOL DISTRICT PROCUREMENT RULES)  
 (Penalty of this bond must be 100% of the Contract Amount)**

Rio Rico High School – Fire Alarm Replacement

KNOW ALL PERSONS BY THESE PRESENTS: THAT, \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Santa Cruz Valley Unified School District No. 35, Santa Cruz County, Arizona (hereinafter called the "Obligee"), for the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, the condition of this obligation is such that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1103, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

AGENCY OF RECORD

\_\_\_\_\_

Agency Address

Seal

By \_\_\_\_\_ Title \_\_\_\_\_

SURETY Seal By \_\_\_\_\_ Title \_\_\_\_\_

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**PAYMENT BOND  
 PURSUANT TO R7-2-1103 OF THE ARIZONA ADMINISTRATIVE CODE  
 (SCHOOL DISTRICT PROCUREMENT RULES)  
 (Penalty of this bond must be 100% of the Contract Amount)**

Rio Rico High School – Fire Alarm Replacement

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Santa Cruz Valley Unified School District No. 35, Santa Cruz County, Arizona (hereinafter called the "Obligee"), for the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

AGENCY OF RECORD

\_\_\_\_\_

Agency Address

Seal By \_\_\_\_\_ Title \_\_\_\_\_ SURETY

Seal By \_\_\_\_\_ Title \_\_\_\_\_

	<b>NOTICE OF INVITATION FOR BID</b>		Santa Cruz Valley Unified School District #35 570 Camino Lito Galindo Rio Rico, AZ 85648 520-281-8282
	IFB: 21-08 SFB#: BRG-DSGN-00134 PROJECT: Rio Rico High School SFB BRG for Fire Alarm Replacement	Page 52 of 62	

### ASBESTOS CERTIFICATION STATEMENT

**PROJECT:** Rio Rico High School – Fire Alarm Replacement

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Signature of Notary Public in and for the

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

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

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### QUESTIONNAIRE

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

Name	
------	--

Title	
Company Name	
Physical Address	
City, State and Zip	
Main Number	
Alternate or Cell Number	
Email Address	
AZ Construction License(s) ROC# (attach copies)	

B. Contractor is licensed and registered in State of Arizona. YES \_\_\_\_\_ NO \_\_\_\_\_

C. Contractor has a minimum of five (5) years' experience in new construction services. YES \_\_\_\_\_ NO \_\_\_\_\_ D.

Contractor has provided a list of previous projects with experience. YES \_\_\_\_\_ NO \_\_\_\_\_

E. Does your firm obtain current valid fingerprint clearance cards from employees? YES \_\_\_\_\_ NO \_\_\_\_\_ F.

Does your firm perform criminal background checks on employees? YES \_\_\_\_\_ NO \_\_\_\_\_

G. Does your firm conduct random drug screens for employees? YES \_\_\_\_\_ NO \_\_\_\_\_

H. Are there any pending reviews or litigation involving your firm in the past five years? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, attached explanation.

I. Have you had any complaints filed with the Better Business Bureau in the last five years? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, attached explanation and details how the complaints were resolved?

J. List three (3) Arizona References of similar projects:

**District/Owner Contact Phone Email Contract Term**

1. \_\_\_\_\_ 2.

\_\_\_\_\_ 3.

\_\_\_\_\_

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## DRUG FREE WORK PLACE FORM

- The use, possession, solicitation for or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on District premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the District premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the District's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol on District premises. • The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the District premises, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Offeror may conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

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## CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

No confidential/proprietary materials have been included with this offer.

Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform General Terms and Conditions, paragraph 17).

Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered. The School District/Public Entity will not consider pricing to be confidential or proprietary.






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**NON-COLLUSION AFFIDAVIT**

State of )  
 ) ss.  
 County of )

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

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

\_\_\_\_\_  
 (Contractor/Offeror)

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 induces 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.

\_\_\_\_\_  
 \_\_\_\_\_

(Title) Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

for the County of \_\_\_\_\_ State of \_\_\_\_\_

## DEVIATIONS AND EXCEPTIONS

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Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe below – attach additional pages if needed)

\_\_\_\_\_

Firm

\_\_\_\_\_

Authorized Signature

By signature in the Offer section above, 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 Federal Executive Order 11246, State Executive Order 75-5 or A.R.S. §§ 41-1461 through 1465 et. seq.
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 complies and maintains compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §41- 4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
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.
9. 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.
10. 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.
11. In accordance with A.R.S. §§ 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

	<b>NOTICE OF INVITATION FOR BID</b>	Santa Cruz Valley
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Contract Title: **IFB 21-08: Santa Cruz Valley Unified School District**

**ACCEPTANCE OF OFFER**

The Proposal 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 Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No **IFB 21-08 | SFB #BRG-DSGN-00134**. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.

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

\_\_\_\_\_  
 Lourdes Ocampo, Purchasing

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

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# **- SEALED BID**

**Do not open this package until the due date and time listed below**

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## **Deliver To:**

Santa Cruz Valley Unified School District #35

**Attn: Purchasing Department | Lourdes Ocampo**

570 Camino Lito Galindo

Rio Rico, AZ 85648

**IFB 21-08 Santa Cruz Valley Unified School District**

**Opening Date: March 5, 2021 at 10:30AM**

**\*bids received after this date will not be opened**

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

**CONTAINER**

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**EXHIBIT A**

**DRAWINGS & SPECIFICATIONS**

c/o Sharefile Link

<https://admgroupinc.sharefile.com/d-s16cd60b81b8d4a349ecc0ac66f361322>