



## Notice of Invitation for Bids

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Date	August 2, 2023
Pre-Bid Conference Date and Time	August 15, 2023 at 9:00 AM local time (Arizona)  2200 Havasupai Blvd. Lake Havasu City, AZ 86403
<b>Due Date and Time</b>	<b>August 22, 2023, at 10:00 AM local time (Arizona)</b>
Opening Location and Time	<b><a href="https://sunnypathassoc.bonfirehub.com/opportunities">https://sunnypathassoc.bonfirehub.com/opportunities</a></b>  Public opening of the electronic bids received will be held virtually at <u>10:15 AM</u> to allow for system processing. Participants will be required to confirm their attendance and may use the following details to join:  Meeting ID: <a href="https://meet.google.com/mga-qwvk-qik">https://meet.google.com/mga-qwvk-qik</a> Join by phone: (US) 1-252-656-5532 PIN: 548 295 582#

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed bids for the materials specified, will be received by the Lake Havasu Unified School District, ("District"), at the above specified location, until the date and time cited. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until award is made. **Physical bids will not be accepted, and electronic submission is required.**

The District will not be responsible for the pre-opening of, post-opening of, or failure to open a bid not properly submitted or identified. Bids shall be in the actual possession of the District on or prior to the exact time and date indicated above. Late bids shall not be considered.

**One (1) electronic Bid is requested.** Bids in response to this solicitation shall be submitted electronically and received on or before the due date and time indicated above. Additional instructions for preparing a Bid are provided herein. **Physical, faxed, or emailed bids are not acceptable.**

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Solicitation Contact:

*Mike Murray*  
**Director of Business Services**  
Phone: 928.505.6900

**All inquiries related to this solicitation shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on August 17, 2023.**



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## **DOCUMENTS REFERENCED**

The documents referenced within this solicitation are available at the following websites:

### **Arizona Revised Statutes (A.R.S.)**

[www.azleg.state.az.us/ArizonaRevisedStatutes.asp](http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp)

### **Arizona School District Procurement Rules in the Arizona Administrative Code**

[https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **Arizona School Facilities Board**

<https://sfb.az.gov>

### **Arizona Transaction Privilege and Use Tax Rates**

<https://www.aztaxes.gov/Home/Address>

### **Arizona Transaction Privilege Tax Notice (MRR)**

[https://azdor.gov/sites/default/files/PUBLICATION\\_2018\\_tpn-18-1.pdf](https://azdor.gov/sites/default/files/PUBLICATION_2018_tpn-18-1.pdf)

### **I.R.S W-9 Form (Request for Taxpayer I.D. Number)**

[www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)



# Scope of Work

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

## 1. Purpose

The purpose of this solicitation is to establish a contract with a qualified Contractor for a HVAC replacements and multiple schools Districtwide.

## 2. Background

- A. Lake Havasu Unified School District is located approximately 215 miles northwest of Phoenix in Mohave County. The District operates on a July 1 to June 30 fiscal year.
- B. The district has decided that it is in its best interest to use electronic submission for competitive sealed bids for this project through its procurement consultant, Sunny Path Associates, LLC. Bonfire is an electronic portal for receiving, opening, and recording bids and proposals digitally. Vendors must create a Bonfire account at no cost to submit a bid response and submission of the bid for this project must be uploaded using the Bonfire portal. Additional instructions are provided herein.
- C. Lake Havasu USD is using ESSER funds for this project and the awarded bidder must comply with the the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

## 3. Objective

- A. Lake Havasu USD is requesting bids from qualified contractors for the removal and replacement of rooftop HVAC units throughout the District.
- B. The project primarily consists of the removal and replacement of rooftop HVAC units. All units must be replaced with new units. A small (10%) contingency will be available for addition services required. All contingencies must be District approved in advance.

## 4. Procurement Timeline

A tentative timeline of procurement activities is provided below and is subject to change to meet the needs of the District.

Activity	Date (Tentative)
A. Release of IFB	August 2, 2023
B. Pre-Bid Conference/Site Walk(s) (Non-Mandatory)	August 15, 2023 at 9:00 AM local time
C. Questions Due via Bonfire "Vendor Discussions"	No later than 3:00 PM on August 17, 2023
D. Bids Due	No later than 10:00 AM on August 22, 2023
E. District Award	September 2023
F. Construction Begins	Upon approval

## 5. Equipment and Standards

The equipment list and HVAC standards are incorporated herein and attached separately in files named "LHUSD HVAC Standard," and "LHUSD Equipment List" quantities are estimated. Contractor is responsible for field verification.



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LHUSD HVAC  
Standard.pdf



LHUSD Equipment  
List.xlsx

## 6. Work Schedule

- A. The District will coordinate with the contractor to plan for and accommodate construction. It is preferred that work is performed with the least amount of disruption as possible to the educational environment and begins shortly after the project is awarded.
- B. Substantial completion for Lake Havasu USD is expected by June 30, 2023.

## 7. Work Hours

There are no restrictions to work hours in order to complete the project unless otherwise specified by code or local ordinances. Given the nature of work, hours may be restricted at times to after school hours to complete the project. All work must be performed with the least amount of disruption as possible to the educational environment.

## 8. Utilities

Contractor shall provide all of its own power, tools, and staff to successfully perform the work. The District shall not incur any additional expenses for the successful completion of this project. Contractor will also provide and maintain in clean order, temporary toilet facilities for use throughout the project duration. Locations shall be approved by the District.

## 9. Cleanup

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 because of their efforts.

## 10. Campus Restoration

Upon completion of the project, the school campus site shall be made whole. Contractor shall repair, rebuild, or otherwise restore any property on or adjacent to the worksite area that was damaged during project work. Restoration is considered part of the Scope and is not subject to reimbursement to the Contractor. Contractor to properly dispose of all materials not retained by the District.

## 11. Meetings

- A. Contractor will be required to participate in meetings for the successful completion of the contract. These 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 and locations to ensure all appropriate representatives attend. The District reserves the right to decline conference call attendance or participation.
- B. A preconstruction meeting will be scheduled after award and issuance of a District Purchase Order prior to the commencement of work to outline procedures, schedules, and other specific details for the Construction Phase.



## Special Terms and Conditions

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### A. Purpose

Pursuant to provisions of the School District Procurement Rules, the purpose of the Solicitation is to conduct a competitive process, in accordance with A.R.S. § 15-213 et seq., to establish a Contract for Lake Havasu Unified School District to complete HVAC replacements Districtwide.

### B. Authority

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

### C. Term of Contract

The term of any resultant contract shall commence on the date of award and shall continue through project completion and acceptance unless terminated, canceled, or extended as otherwise provided herein.

### D. Contract Type

Fixed Price

### E. Construction Contract

- A. This contract between the Lake Havasu Unified School District and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or final bid, the bid submitted by the Contractor, their responses to any requests for clarifications and/or their bid, and the American Institute of Architects (AIA) with State of Arizona Modifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the District reserves the right to clarify any contractual requirement in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- B. Contract Restructure. The District may clarify any contract following award. This clarification shall not substantially alter the contents of the contract but shall only edit and reformat the contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.
- C. Changes in the Work. After execution of the contract, any Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time shall only be performed by the Contractor upon written agreement among the District, Contractor, and Architect (if applicable). Any Changes in the Work Contract Sum and the Contract Time shall be authorized only by written Contract Amendment and Change Order executed on a completed AIA Document signed by the Owner. The cost or credit to the District, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract documents, or by mutual agreement.

### F. Price Clause

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

### G. Award Basis

- A. The successful Bidder(s) will be determined by Evaluation Criteria outlined in the Special Instructions. Awards will not be made based on price alone, as the Contractor must be determined responsive and responsible.
- B. If a Bidder is awarded a Contract and is unable to meet its contractual obligations, the District may cancel the Contract and award a Contract to the next responsive and responsible Bidder with the lowest price, if this determination occurs within a reasonable time period after the original Contract Award.
- C. In accordance with A.A.C. R7-2-1024(B)(1)(c), the District will not consider partial bids.



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### H. Brand Name or Equal

Any brand(s) listed within this solicitation is intended to designate a standard of quality, design, performance and characteristics of the products herein specified. It is not intended to restrict or limit competition. Products that are of equal quality, type of material, design and performance may be considered if sufficient evidence and information is given to establish it as an equal, and the District determines the product to be an equal to the named brand and these specifications.

### I. Licenses

Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. Further, the materials and services supplied under this Contract shall also comply with all applicable Federal, state and local laws. Contractor shall present copies of any license, certification or permit as requested by the District.

### J. Key Personnel

- A. It is essential that Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to District.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify District and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
- C. All work performed under the Contract must be performed by contractors licensed by the Arizona Registrar of Contractors. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the Procurement Officer.

### K. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the District. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

### L. Authorization for Services

Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The District shall not have any legal obligation to pay for services more than the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:

- A. The Purchase Order is changed or modified with an official Change Order; and/or
- B. An additional Purchase Order is issued for purchase of materials or services under this Contract.

### M. Bid Security

Contractor shall provide an irrevocable bid security no less than 10% of the total contract price, unless another amount is designated herein. Bid security must be made payable to the District and provided by surety companies licensed in Arizona in accordance with A.R.S. § 15-213 and A.A.C. R7-2-1111. The only acceptable forms of the bid security shall be a bid bond, certified check, or cashier's check. This shall be executed on forms substantially equivalent to the form provided as an Exhibit within this solicitation.

### N. Performance Bond

- A. Upon award, the contractor agrees to furnish a 100% (including sales tax) Statutory Performance Bond for all projects that are \$100,000 and over, in accordance with A.R.S. § 34-222, and provide a General Power of





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Attorney from an insurance company, licensed in the State of Arizona and rated "A+" in Best's Guide, or furnish a letter from the bonding company stating that a bond is being processed and provide the delivery date. Personal surety bonds are not accepted by the District.

- B. As per R7-2-1103, contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the District, binding the contractor to provide faithful performance of the contract. This shall be executed on forms substantially equivalent to the form provided as an Exhibit within this solicitation.
- C. Upon execution of a contract between the District and contractor, the performance bond shall be provided to the District, as per R7-2-1103 as applicable. The contractor agrees to notify the District in writing of this requirement before accepting any work orders. If the contractor fails to deliver the required performance bond, the contract may be terminated.

### O. Payment Bond

- A. Upon award, the contractor agrees to furnish a 100% (including sales tax) Statutory Payment Bond for all projects that are \$100,000 and over, in accordance with A.R.S. § 34-222, and provide a General Power of Attorney from an insurance company, licensed in the State of Arizona and rated "A+" in Best's Guide, or furnish a letter from the bonding company stating that a bond is being processed and provide the delivery date. Personal surety bonds are not accepted by the District.
- B. Contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the District, binding the contractor to provide faithful performance of the contract. This shall be executed on forms substantially equivalent to the form provided as an Exhibit for this solicitation.
- C. The payment bond shall be furnished 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 District. If the contractor fails to deliver the required payment bond, the contract may be terminated.
- D. Upon execution of a contract between the District and contractor, the payment bond shall be provided to the District, as per R7-2-1103 as applicable. The contractor agrees to notify the District in writing of this requirement before accepting any work orders. If the contractor fails to deliver the required payment bond, the contract may be terminated.

### P. Warranty

- A. Contractor represents and warrants to the District that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this contract in accordance with the Scope of Work and Specifications.
- B. 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. Contractor's warranty will provide for all content as required by the Arizona Registrar of Contractors. Contractor's warranty will fully comply with the Arizona Registrar of Contractors requirements of 2 years from date of Substantial Completion.
- C. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

### Q. Inspection

- A. Field inspections will be performed by a representative of the Lake Havasu Unified School District. The contractor shall schedule a joint inspection of the completed work for final acceptance.



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- B. Any discrepancies noted during the inspection will be corrected prior to final payment. All punch list items generated during the joint inspection shall be completed to the satisfaction of the District before the final payment will be released.

### R. Invoicing

All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to labor, chemicals, supplies, equipment, etc. Any purchase order issued by the District will refer to this Solicitation number.

### S. Retention

- A. As per R7-2-1104, ten (10) percent of all contract payments shall be retained by the District as assurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to District for each progress payment.
- B. When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor's requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.
- C. After the contract is fifty (50) percent completed, no more than five (5) percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time the governing board determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.
- D. Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.
- E. If the District and the contractor agree to a substitute security, the agreement must comply with R7-2-1104, D-G. If a substitute security is agreed to, the contractor must provide the District with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against District.

### T. Progress Payments

- A. As per, R7-2-1105, progress payments to the contractor of construction if the contractor agrees to adhere to A.R.S. 41-2577 (B) (D) (F). All progress payments must be invoiced to the District. It is the responsibility of the District to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approved, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the District issues a written statement to the Contractor that the estimate of work is not approved and certified, the District may withhold an amount from the progress payment that the District reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Contractor agrees to hold the District harmless for any deficiency payment.
- B. Progress payments may be made to the contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.
- C. Once all bonds are in place, the contractor and the District will agree upon a schedule of payments based on identifiable milestones.
- D. If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the District.
- E. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.





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### U. Final Payment

Contractor must complete or provide the following prior to release of final payment (as applicable):

- A. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District;
- B. Onsite training for maintenance personnel provided, as per District project manager direction;
- C. Delivered all required submittals and shop drawings to the District; and
- D. Project Record Documents.
  - i. Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed throughout the project work. Information shall be recorded in the appropriate locations on a record set of prints of the Drawings and Shop Drawings. Information contained in the record documents shall include, but not be limited to:
    - a. Modifications made by Addenda, Change Orders, Construction Changes Directives which shall be transferred to the record documents; and
    - b. Modifications made to accommodate field conditions.
  - ii. Owner's Manual: One (1) hard-back, loose-leaf binder containing the following required submittals and any others required in other sections, suitably typed, indexed and labeled for ready reference:
    - a. Subcontractors, major suppliers list with companies' names, addresses, email addresses and telephone numbers.
    - b. Warranties and certifications.
    - c. Affidavit from general and subcontractors on use of asbestos free materials.
    - d. Maintenance/operation instructions and parts list.
    - e. Copy of project Purchase Order.
    - f. Copy of all submittals and shop drawings.
    - g. Copy of Contractors last pay application.
    - h. List of Extra Materials supplied to District, signed by District's representative.
    - i. Other items required by the Specifications.

### V. Payment Procedures

- A. The District will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.
- B. The Contractor shall review and ensure that the invoices for services provided show the correct Contractor name prior to sending them for payment.
- C. If the Contractor Name and FEI Number change, the Contractor shall complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The District shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor prior to any payments being made to the new Contractor.

### W. Insurance

- A. Contractor shall provide coverages with limits of liability not less than the following, unless otherwise indicated in the Special Terms and Conditions:
  - i. Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor:



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

The policy shall be endorsed to include the following specific language: "Lake Havasu Unified School District is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

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

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following language: " Lake Havasu Unified School District is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

- iii. Workers' Compensation and Employers' Liability  

	Statutory
Each Accident	\$100,000
Disease -Each Employee	\$100,000
Disease -Policy Limit	\$500,000

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

- B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
  - i. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
  - ii. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## X. Compliance with Industry Standards

Contractors shall offer equipment, supplies, and/or services that meet the specifications as outlined in this solicitation. The work shall meet the minimum industry standards, as applicable.

## Y. Safety

- A. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in the progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures



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from injury or damage.

- B. All materials and services provided under this contract shall comply with all applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, National Fire Protection Association Standards.

### Z. Hazardous Materials

Products and supplies containing hazardous materials shall not be used including, but not limited to, lead and asbestos. Contractor shall affirm none of these materials will be used in the performance of work for this contract and agrees to notify the District immediately upon identification of said materials on the premises.

### AA. Damages

Contractor shall be liable for any and all damage caused by its employees to the District premises. Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by its operations on premises or third persons.

### BB. Occupied Campus Restrictions

- A. Alcohol, Illicit Drugs and Smoking. The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking is also not permitted on any district premises.
- B. Parking. Contractor shall park in designated parking areas, as directed by District staff.
- C. Weapons. The District does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite.
- D. No Contact or Offensive Language. Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated District staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.
- E. Identification. Contractor's employees shall be neat and clean in appearance and shall wear a clearly visible identification badge. It is the Contractor's responsibility to obtain such identification and maintain badges in good repair. The badge shall have the employee's name, photograph, and company name on the face of the badge and must always be displayed while the employee is on the premises. No employee will be allowed to work in the building without such badge. Failure to have any of these items may result with the employee being escorted off property.
- F. Daily Log. Contractor shall maintain a daily log of employees and/or subcontractors assigned to perform work onsite. This record shall be provided to the district immediately upon request.
- G. Proper Attire. Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items will result with the employee being escorted off property.
- H. Lunch/Break Periods. Bidder's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.
- I. District Property and Equipment. Bidder shall insure that their employees do not use any office equipment, radios, telephones or other equipment located in the facility.

### CC. Stored Materials

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



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### DD. Site Cleanliness

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery and surplus materials. If the contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contractor. All worksites are to be maintained in an organized, clean, and in a safe condition.

### EE. Liquidated Damages

- A. If the Contractor fails to deliver the supplies or perform the service within the time specified in this solicitation, or any extension thereof, the actual damages to the District for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the District as fixed, agreed and liquidated damages for each calendar day of delay in final completion, the amount of \$500.00.
- B. The District may terminate this Contract in whole or part as provided in the Uniform Terms and Conditions. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the District may reasonably obtain the delivery or performance of similar supplies or services, respectively. The District's right to liquidated damages for delay shall be in addition to any other remedies available to the District arising from Contractor's breach. The District shall have the right to off-set any amounts owed to the Contractor by the liquidated damage amount.
- C. District shall grant an extension for completion of work if the work is delayed for an unforeseeable cause beyond the control and without fault of Contractor and Contractor notifies District in writing immediately in writing of the cause of the delay and provides sufficient information for District to determine whether an extension is justified. The District shall determine whether an extension is justified in its sole discretion.

### FF. Change Orders

- A. The cost of any change in construction due to improper checking of site and/or conditions, or coordination by contractor, shall be the Contractor's responsibility. Contractor shall not be entitled to reimbursement for such costs.
- B. Contractor shall follow the requirements of all specifications, drawings, terms and conditions outlined in this solicitation, as closely as actual construction and work of contractors shall permit. If existing conditions or limitations require a major change or modification to the contract as outlined, the change shall be allowed only upon issuance of a written change order. These circumstances should be presented to the District as soon as identified and reasonably possible.
- C. The District shall establish a procedure approving change orders and should include field change orders. In accordance with A.A.C. R7-2-1005, any change order or contract modification that exceeds \$100,000 or five percent, whichever is greater, requires a governing board determination in writing that:
  - i. the change order or contract modification is advantageous to the school district; and
  - ii. the price is determined to be fair and reasonable.
- D. All approved change orders shall be kept on file with the District.

### GG. Gifts and Gratuities

- A. The District, by written notice, may terminate the Contract in whole or in part, if the school district determines that employment or a 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 making of any determination or decision about contract performance.
- B. The District will not accept any gifts, gratuities or advertising products from firms. The District has adopted a zero-tolerance policy concerning gifts.



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### HH. Lobbying

- A. Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Governing Board. All inquiries must be directed through the Solicitation Contact.
- B. Offeror warrants that it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Offeror's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to the District to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
- C. Offeror shall implement and maintain adequate controls to assure compliance with this Section. Offeror shall also include an equivalent no-lobbying provision in all Subcontracts.
- D. Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of the Offeror during the time specified will result in the rejection and disqualification of said solicitation.

### II. Maintenance, Repair, Replacement and Alteration (MRR) Projects or Prime Contracting Tax

Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property are required to pay all state and local taxes when purchasing materials that will be incorporated into a MRR project. If the base bid is less than \$750,000, and the project is for alterations, it is considered a MRR project, as outlined by the Arizona Department of Revenue. If the base bid is greater than \$750,000, and the project is for alterations, Prime Contract Tax (TPT) applies to the project and is governed by those rules and law set forth by the State of Arizona. All new space is considered TPT regardless of dollar amount.

### JJ. Pandemic Contractual Performance

The Contractor shall have a plan that illustrates how the Contractor shall perform contractual requirements in the event of and/or during a pandemic. At a minimum, the plan shall include:

- A. Key succession and performance planning in the event of sudden significant decrease in Contractor's workforce;
- B. Alternative methods to ensure there are products in the supply chain; and
- C. A current organizational chart and contact list.
- D. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply:
  - i. The District may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform contractual requirements;
  - ii. The District shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the School District Procurement Rules adopted by the Arizona State Board of Education; and
  - iii. The District may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform.
  - iv. The District, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.



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### FEDERAL FUNDING REQUIREMENTS

1. **Affordable Care Act:** The bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by State or Federal law.
2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" 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.
3. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the bidder 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)
4. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the bidder must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. 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.
5. **Certificate of Independent Price Determination:** The bidder admits that all prices in this bid 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 bidder or with any competitor certification regarding non-collusion.
6. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** 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.
  - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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.
  - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at [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).





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- 7. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The bidder will 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.
- 8. Contract Work Hours and Safety Standard Act:** The bidder 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 CFR Part 5). (Only applies to contracts over \$100,000)
- 9. Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder certifies 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. The bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR 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)
- 10. Energy Policy and Conservation Act:** The bidder 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.)
- 11. Equal Employment Opportunity:** The bidder 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 CFR chapters 60).
- 12. Record Keeping:** The books and records of the bidder 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 representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), 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 CFR Part 200.318(i).
- 13. Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder 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. The bidder 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 the bidder receiving payments in excess of the bidder's actual, net allowable costs. 7CFR§210.21 (f)(2)  
The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.
- 14. Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)



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- 15. E-Verify Requirement:** The bidder warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 16.** Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.
- 17. Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations.
- 18. Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321
- 19. Program Regulation (only applies to Food & Nutrition contracts):** Bidder shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Bidder will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Bidder shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). bidder's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.
- 20. Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000):**
  - a. Copeland "Anti-Kickback" Act** - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
  - b. Davis-Bacon Act** - The bidder shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 21. Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.
- 22. Rights to Inventions:** For all contracts that meet the definition of "funding agreement" and where the District wishes to enter into a contract with a small business firm or non-profit organization, the bidder shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.



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## 1. Contract Interpretation

- A. Arizona Law. The laws of Arizona apply 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. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the District, and as they may be amended, the following shall prevail in the order set forth below:
  - i. Amendments
  - ii. Special Terms and Conditions;
  - iii. Uniform Terms and Conditions;
  - iv. Statement or Scope of Work;
  - v. Specifications;
  - vi. Attachments;
  - vii. Exhibits;
  - viii. Documents referenced or included in the Solicitation; and
  - ix. Bidder's Response.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole 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 and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing 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" 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 by the District 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. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the District and, where applicable, the Federal Government, to 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 or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The District shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the District for testing and inspection.



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- E. Notices. Notices to the Contractor required by this Contract shall be made by the District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the 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 notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the 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 District.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- I. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The District shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the District determine that the contractor and/or any subcontractors be found noncompliant, the District may pursue 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.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the District and involve access to secure or sensitive data or personal Lake Havasu Unified data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.
- L. Business Standing. In accordance with A.R.S. § 10-1501, a Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm must include a certificate of good standing from applicable jurisdiction or may be considered non-responsive.

### 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



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and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the District within thirty (30) days.

## B. Applicable Taxes.

- i. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- ii. State and Local Transaction Privilege Taxes. The 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- iii. 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 State 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.
- iv. IRS W-9 Form. In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the District, unless not required by law.

C. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Shipments shall include all freight delivery and unloading at the destination. Title and risk of loss shall not pass to the District until the District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

D. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of the District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. The District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

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

## 4. Contract Changes

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of 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 under this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The District shall not unreasonably withhold approval.

## 5. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by





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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.** Contractor shall indemnify, defend, save, and hold harmless the District and its Governing Board members, employees, and agents (hereinafter referred to collectively as the "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as the "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against the District for losses arising from the work performed by Contractor for District.
- C. **Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 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 District of materials furnished or work performed under the Contract. The District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure.**
- i. 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; injunctions-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.
  - ii. 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;
    - 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.
  - iii. 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 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.
  - iv. 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





# Uniform Terms and Conditions

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is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the District any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or 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 and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the District of the materials, they shall be:
- i. Of a quality to pass without objection in the trade under the Contract description;
  - ii. Fit for the intended purposes for which the materials are used;
  - iii. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - iv. Adequately contained, packaged and marked as the Contract may require; and
  - v. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the District shall fully conform to all requirements of the Contract 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 or testing of or payment for the materials or services by the District.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
- i. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or 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 District is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - ii. 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 Officer, 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 District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the District's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- B. Stop Work Order.
- i. The 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 period(s) of days indicated by the District after the order is delivered to the Contractor. 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



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reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

- C. Non-exclusive Remedies. The rights and the remedies of the District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- E. Right of Offset. The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District, or damages assessed by the District concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Bankruptcy of Acquisition. The District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- B. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the 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 District is or becomes at any time while the Contract or an extension of 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.
- C. Gratuities. The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the 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 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.
- D. Suspension or Debarment. The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been debarred, 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. Submittal of a bid or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the District.
- E. Termination for Convenience. The District reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the District, without penalty or recourse. Upon receipt of the written notice, the Contractor shall 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 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 District upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in R7-2-1125 shall apply.
- F. Termination for Default.



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- i. In addition to the rights reserved in the Uniform Terms and Conditions, contract, the District may 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.
  - ii. Upon receipt of the written default notice, Contractor shall have ten (10) days to provide a satisfactory response to the District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by the School District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of the School District and delivered upon demand.
  - iii. The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District in procuring materials or services in substitution for those due from the Contractor.
- G. Cancellation for Replacement. The School District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. The School District may at its option, replace the Contract awarded from the Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rest solely on the School District.
- H. 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.
- I. Cancellation for Improper Conduct. The District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of the District with a view toward securing a contract or with respect
- J. Cancellation by Contractor. Unless otherwise provided in the Special Terms and Conditions, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice is received by the District.
- K. Cancellation for Lack of Appropriation. The District may cancel the Contract if the Legislature of the State of Arizona at any times fails to appropriate funds necessary for the District to perform the Contract.

## 9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and A.A.C. R7-2-1155 through R7-2-1181 and rules adopted there under.

## 10. 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.

## 11. Israel Boycott Divestments

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering contracts "unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel." Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.



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2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

## 12. Fingerprint and Background Clearances

- A. 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.
- B. Charges for the required fingerprint clearance card is the responsibility of the contractor, subcontractor, vendor or individual employee. An exception to this requirement may be authorized by the District's Governing Board policy for individuals who, "as part of their normal job duties are not likely to have independent access to or unsupervised contact with pupils."

## 13. Registered Sex Offender

Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.



# Special Instructions to Offerors

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## 1. Pre-Bid Conference

- A. A Pre-Bid Conference will be held on August 15, 2023 at 9:00 A.M. local time.
- B. The District reserves the right to schedule an additional pre-bid conference(s) if it becomes necessary.

## 2. Inquiries

**All questions related to this solicitation, including RFIs and/or Request for Substitutions, shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on August 17, 2023.**

Bidders shall not contact or ask questions of the District, Department or any other related party regarding this procurement. As outlined in the Uniform Instructions, timeliness is expected, and any inquiry received after this deadline may not be answered.

## 3. Preparation of Bids

- A. **Electronic Documents.** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As outlined in the Uniform Instructions, Bidders are responsible for clearly identifying any changes or modifications to any solicitations document upon submission to the District.
- B. **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 A.A.C. R7-2-1006, 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.
- C. **Contract Payment Terms.** Bidders must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, bidder's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.
- D. **Subcontractors.** Supplemental to the Subcontractor provision in the Uniform Instructions, Bidders shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as the Subcontractor's proposed responsibilities under this contract. It is the responsibility of the Bidder to ensure that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors, as well as are properly insured prior to commencing work on district property. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. The District reserves the right to reject proposed subcontractors. All subcontractors must be approved by the school district prior to start of work.
  - i. If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the non-responsive subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.
  - ii. The contract sum shall not be increased by the difference in cost occasioned by such substitution. If the Contractor refuses to provide an acceptable substitution at the same contract sum, this bid shall be rejected and the next lowest bidder will be considered, the previous low bidder being in default on his bid and no longer eligible for consideration. The rejected bidder's Bid Bond shall, at the District's discretion be subject to forfeiture.
- E. **Investigation by Bidder.**
  - i. Contractor is responsible to visit site to ascertain the full extent of the work required. No additional compensation will be allowed for failure to ascertain full extent of the work required through visual inspection of existing conditions and that detailed and specified within the contract documents. Contractor to field verify





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quantities, sizes and locations. No additional compensation will be allowed.

- ii. Bidder certifies to have investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted offer all of the costs of such fees, permits and requirements not otherwise indicated as provided by the District.

F. Duty to Examine. Contractor is expected to examine all instructions, forms, terms, and specifications included in the solicitation. Failure to furnish all information required by the solicitation or submitting a bid that is not substantially responsive to the solicitation may result in the rejection of the bid. If the bid is not substantially responsive, it may be rejected and may not subsequently be made responsive by the contractor correction of the nonconformity.

G. Bid Format. One (1) original electronic version of the bid should be submitted on the forms and in the format as outlined in the solicitation.

#### 4. Submission of Bid

A. Bid Submission, Due Date, and Time. In accordance with Uniform Instructions (4)(A), "Sealed Envelope or Package"; bids in response to this solicitation shall be submitted electronically and received on or before the due date and time found on the Solicitation cover sheet. Bids received after the due date and time shall not be considered.

B. Bid Security. Contractor shall provide an irrevocable bid security no less than 10% of the total contract price with the bid package. The bid security must be made payable to the District and provided in accordance with the Special Terms and Conditions. An example of the required information and format is provided as an Exhibit within the solicitation.

C. Sealed Bid Package. In conjunction with the required Bid Security, Bidder should submit the following Attachments, completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions may result in rejection of the Bid.

- i. **Attachment 1, Offer and Acceptance.** Bids shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form must be signed with an original signature by the authorized company representative submitting the Bid and shall be submitted within the bid package no later than the Bid due date and time. **Failure to include a signed Offer and Acceptance Form shall result in rejection of the bid.**
- ii. Attachment 2, Questionnaire. Bidder must include this Attachment, which includes Company Profile, Financial Stability, Management and Operations information. The Questionnaire is represented electronically in the Bonfire portal in Excel format and shall be used for electronic upload of the Requested Document. **Failure to provide the Questionnaire shall result in rejection of the bid.** Please include supporting documentation separately in Licenses and Supporting Documentation area.
  - a. Company Profile. Legal business name, address and primary contact person, website information, number of years in business, and number of years in Arizona, as well as the date established, ownership information is requested. An out-of-state firm must include a certificate of good standing from their applicable jurisdiction or may be considered non-responsive. Conflict(s) of interest, legal matters and contract termination disclosures are also included in this section.
  - b. Financial Stability. Evidence of financial stability and capability to fund all costs associated with providing the requested materials/services in this solicitation is necessary. Bidder must provide evidence of good financial standing, bankruptcy disclosure, current contract value and understanding of the required Performance/Payment Bonds. A letter of confirmation from the primary banking institution should be included.
  - c. Management and Operations. Details concerning bidder's management and operations such as insurance and required coverages, background clearances, registered sex offender, fingerprint clearance and drug-free screening are requested. Bidder must disclose if none of these employee operations are conducted and include any additional agreements, if applicable. This section also includes related warranty and product information requirements, if applicable. A tentative project construction schedule illustration using the dates provided should be included.
  - d. Key Personnel, Qualifications and Experience. Key personnel's experience in the industry,





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including all relevant education, certifications, licenses, etc. is requested. All relevant licenses, certifications and related information should be included or the Bid may be determined non-responsive. Failure to demonstrate proper experience may result in rejection of the offer as non-responsible to perform.

- e. References. Provide at least three (3) references for projects that are similar to this Scope of Work that were completed within the past five (5) years. Include Owner Name, Point of Contact, Point of Contact phone and email address and overall project type and contract value. References should be public entity references and related to the same type of project work. Performance as a subcontractor or references provide by a third-party representative shall not be considered. The district may, at its sole discretion, contact additional customers not presented as references.
- iii. **Attachment 3, Bid Cost Form.** Bidders must submit pricing, as requested, and shall include labor, material, equipment, services and transportation necessary for the Project, as outlined herein. **The District believes the project will be considered MRRRA (Repair, Replacement) which means sales tax shall be listed separately.** Attachment 3, Bid Cost Form is also represented electronically and shall be used for upload of bid costs in the Bonfire portal. Note the Excel version of the Attachment 3, Bid Cost Form will automatically calculate and populate the "Total Project (including taxes and bonds)" when uploaded into the Bonfire portal. The base bid and all other line item costs must match the PDF. **The Attachment 3, Bid Cost Form must be included in the entire bid package PDF file and shall match the Excel values uploaded in the Requested Information section. Failure to provide the Bid Cost Form in both formats shall result in rejection of the bid.**
- iv. **Attachment 4, Subcontractor List.** Bidder shall submit list of all proposed subcontractors for the various portions of the work or trades outlined in this solicitation. Failure on the part of the Bidder to properly complete this form may constitute rejection of the bid. Only one (1) subcontractor shall be used for each trade and/or portion of work.
- v. **Attachment 5, Confidential/Proprietary Information.** Bids submitted in response to this solicitation are subject to Arizona public records law. **Any portion of the bid that is considered confidential in nature shall denoted on the form and separated into the Confidential Information section in Bonfire.** This section is not required. Any attachment that has confidential information within it cannot be removed once the bid has been submitted. Per R7-2-1016, the District 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.
- vi. **Attachment 6, Deviations and Exceptions.** Bidder shall submit any deviation or exception for any item listed in the solicitation. The page, section and item shall be clearly indicated. Any deviation/exception or inability of the bidder to deliver or product a particular item, material or service must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation.
- vii. **Attachment 7, Non-Collusion Affidavit.** Bidder shall include a signed and notarized form to attest there was no collusion or any related impropriety as outlined in the Uniform Instructions.
- viii. **Attachment 8, Conflict of Interest Disclosure.** Bidder shall include a signed form to identify any conflicts of interest between District officials, employees and suppliers as outlined on the form. This may be required for all subcontractors upon award.
- ix. **Attachment 9, IRS W-9 Form.** Bidder should include a current IRS W-9 form. As indicated in the Uniform Instructions, this form is required to be on file with the District to receive payment, unless not required by law
- x. **Attachment 10, Boycott of Israel Disclosure.** Bidder shall include a signed disclosure regarding the boycott of Israel in accordance with A.R.S. §35-393 et seq.

### 5. Responsibility, Responsiveness and Acceptability

- A. 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 bidder's responsibility as well as the responsiveness of bids submitted in response to the solicitation.



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- B. Bidders 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.
- C. Bidders may not be considered responsible if they have had a contract with the District, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Bidders 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.
- D. Bids may not be considered responsive if they are not submitted in the requested format; if they include exceptions to any requirements, terms or conditions; or do not contain sufficient contents with which to evaluate the bid provided, e.g., bonds, method of approach, key personnel, references, prices or pricing, and any other requested information.
- E. Bids may not be considered if the qualifications of the bidder, financial and otherwise, to provide the District with services for the required period of time are unverifiable, including any required license(s) and/or certification(s), or the company cannot provide appropriate staffing, solution or completion timeline or the ability to provide necessary resources and show a history of demonstrated competence;
- F. The District's assessment of the bidder's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the solicitation requirements, or the vendor's inability to meet some of the requirements of the specifications shall be considered for responsibility, along with information obtained by the District from bidder's references or other clients.
- G. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the basis for the determination. Bids determined to be non-responsible or bids determined to be non-responsive, may be set aside at the time of the determination without further evaluation. Bidders will be notified if their bid is set aside for either of these reasons.

### 6. Opening

Bids received by the correct time and date shall be opened and the bidder's pricing shall be publicly read. All other information contained in the bid shall remain confidential until award is made. Bids will not be subject to public inspection until after contract award.

### 7. Clarifications

Upon receipt and opening of bids submitted in response to this solicitation, the District may request clarifications for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in bids. Clarification means communication with Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Bidder. Clarifications shall not afford Bidders the opportunity to alter or change their bid.

### 8. Evaluation Criteria

In accordance with the School District Procurement Rules for competitive sealed bidding, awards shall be made to the lowest responsible and responsive Bidder whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids. In accordance with the School District Procurement Rules for competitive sealed bidding, awards shall be made to the lowest responsible and responsive Bidder whose bid conforms in all materials respects to the requirements and criteria set forth in the invitation for bids. Contract(s) shall be awarded to the lowest responsible and responsive Bidder whose offer conforms in all material respects to the requirements, terms and conditions and evaluation criteria set forth herein and based upon the following:

- A. Past performance, including but not limited to work quality and product information for manufacturer's conformance to performance Specifications, as outlined;
- B. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required



## Special Instructions to Offerors

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

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Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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period of time, required license(s) and/or certification(s), provide appropriate staffing, provide necessary resources and show a history of demonstrated competence;

- C. District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications;
- D. Information obtained by the District from offeror's references or other clients; and
- E. When all of the above criteria have been satisfied, cost is the most significant factor for award.

### 9. Contract Award

Award of a contract will be made based on the evaluation criteria set forth in the solicitation to the most responsive and responsible Bidder(s) whose bid is determined to be the most advantageous to the District Award is anticipated by the USD Governing Board at its September 2023 Meeting.



# Uniform Instructions to Offerors

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
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Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

## 1. Definition of Terms

In addition to the definitions specified in A.A.C. R7-2-1001, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires a Bidder to submit as part of the Bid.
- B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- C. *"Contract Amendment"* means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- D. *"Days"* means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- E. *"District"* means the School District that executes the Contract.
- F. *"District representative"* means a district employee or the governing board acting within the limits of the district representative's authority. There may be more than one appointed for different purposes and different procurements.
- G. *"Exhibit"* means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- H. *"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.
- I. *"MRRA Tax"* means Maintenance, Repair, Replacement and Alteration Tax. Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property, regardless of the cost, are required to pay all state and local taxes when purchasing material that will be incorporated into a MRRA project base bid. If the project it is an alternation AND the base bid is less than \$750,000, it is considered a MRRA project, as outlined by the Arizona Department of Revenue.
- J. *"Prime Tax"* means the Transaction Privilege Tax (TPT) applies to the project if the construction regardless of cost if it is new space, demolition or grading. If the base bid is greater than \$750,000, and the project is for alterations, TPT applies to the project and is governed by those rules and law set forth by the State of Arizona. All new space is considered TPT regardless of dollar amount.
- K. *"Public entity"* means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
- L. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the District to enter into and administer Contracts and make written determinations with respect to the Contract.
- M. *"Responsible Bidder/Offeror"* means the Bidder/Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
- N. *"Responsive Bidder/Offeror"* means the Bidder/Offeror who submits an offer that conforms in all material respects to this Solicitation, including the Instructions, Term and Conditions, Plans and Specifications, which are incorporated herein by this reference.
- O. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), a Request for Qualifications ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- P. *"Solicitation Amendment"* means a change to the Solicitation issued by the Procurement Officer.
- Q. *"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 furnishing of any material or any service required for the performance of the Contract.

## 2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting a Bid. Lack of care in preparing a Bid



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shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph and must be submitted in writing. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as a Bid and not be opened until after the Bid Deadline. Bidders are prohibited from contacting any District employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven (7) days before the Bid due date and time for review and determination by the District. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal or Electronic Mail Responses. A Bidder shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Each Amendment should be acknowledged by the person signing the Bid. Failure to acknowledge a Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Bid.
- G. Pre-Bid Conference. If a pre-Bid conference has been scheduled under the Solicitation, the date, time and location shall appear on the Solicitation cover. Bidders should raise any questions about the Solicitation at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Bid Preparation

- A. Electronic Documents. The Solicitation is provided in an electronic format. Bidders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Bidder's electronic files shall be submitted in a format outlined in the solicitation. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Bidders wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- B. Forms: No Facsimile or Electronically Submitted Bid. A bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Bid shall be rejected.
- C. Typed or Ink; Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid must be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.
- D. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is



## Uniform Instructions to Offerors

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true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Bid.

- E. Exceptions to Terms and Conditions. All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Offer in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered by the District as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- F. Subcontractors. Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- G. Cost of Bid Preparation. The District will not reimburse any Bidder the cost of responding to a Solicitation.
- H. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Bid and shall be submitted no later than the Bid due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Bid.
- I. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- J. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- K. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid, the District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Bidder.
- L. 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 Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Bidder 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.
- M. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - i. Amendments;
  - ii. Special Terms and Conditions;
  - iii. Uniform Terms and Conditions;
  - iv. Scope of Work;
  - v. Specifications;
  - vi. Attachments;
  - vii. Exhibits;
  - viii. Special Instructions to Offerors; and





## Uniform Instructions to Offerors

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ix. Uniform Instructions to Offerors.

- N. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### 4. Submission of Bid

- A. Sealed Envelope or Package. Bidders responding to the solicitation must submit the bid electronically through the Bonfire e-procurement system. Bids shall be received before the due date and time stated in the solicitation. Bids submitted outside of the Bonfire portal or those that are received after the due date and time shall be rejected.
- B. Electronic Submission. If determined by the District that electronic submission of bids is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
- C. Bid Amendment or Withdrawal. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under applicable law.
- D. Bid Due Date and Time. Bids shall be received before the due date and time stated in the solicitation. Bids that are received after the due date and time shall not be considered.
- E. Offer and Acceptance. Bids shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer and shall be submitted in the sealed offer package no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- F. Public Record. Under applicable law, all Bids submitted and opened are public records and must be retained by the District. Bids shall be open and available to public inspection after Contract award, except for such Bids deemed to be confidential by the School District pursuant to R7-2-1006. If a Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the school district of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Bidder certifies that:
- i. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. In accordance with A.A.C. R7-2-1024 (B)(1)(q), it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and
  - ii. 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, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and
  - iii. Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and



# Uniform Instructions to Offerors

Lake Havasu Unified School District  
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(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

- iv. The Bidder 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and
- v. 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; and
- vi. 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; and
- vii. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
- viii. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

## 5. Additional Information

- A. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax will not be a factor when determining lowest bidder, as per R7-2-1031 (A).
- C. Late Bids, Modifications or Withdrawals. A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualifications. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Bid Acceptance Period. A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the District reserves the right to:
  - i. Waive any minor informality;
  - ii. Reject any and all Bids or portions thereof; or
  - iii. Cancel the Solicitation.

## 6. Award

- A. Number of Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District determines is necessary to meet the needs of the School District.



## Uniform Instructions to Offerors

Lake Havasu Unified School District  
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Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

- B. Contract Inception. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.
- C. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance. Final acceptance for the School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

### 7. Protests

- A. 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, Dr. Rebecca Stone, Superintendent.
- B. Protest shall include:
  - i. The name, addresses, and telephone number of the interested party;
  - ii. The signature of the interested party or the interested party's representative;
  - iii. Identification of the purchasing agency and the Solicitation or Contract number;
  - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - v. The form of relief requested.
- C. The interested party shall supply any other information requested by the district representative within 10 days of the request.
- D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- E. In cases other than those outlined above, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- F. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (C). The written request shall be filed before the expiration of the time limit set forth in subsection (C) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.



# Attachment 1 Offer and Acceptance Form

**Lake Havasu Unified School District**  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Company Name		For Clarification of this Bid, contact: Name
Arizona Transaction (Sales) Privilege Tax License No.		
Federal Employer Identification No.		
Street Address		Phone
City		E-mail
State	Zip	<b>Signature</b>  _____ Person Authorized to Sign Offer  _____ Printed Name of Person Authorized to Sign Offer  _____ Title
Tax Rate (if applicable) _____%		
Bidder <input type="checkbox"/> IS/ <input type="checkbox"/> IS NOT a small business with less than 100 employees <u>or</u> has gross revenues of \$4M or less.		

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

1. The submission of the Bid did not involve collusion or other anti-competitive practices. In accordance with A.A.C. R7-2-1024 (B)(1)(q), Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
7. In accordance with A.R.S. § 35-393, the Bidder is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
8. In Accordance with A.R.S. § 35-394, the bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
9. By submission of this Bid, that neither it nor its principals are 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.



# Attachment 1 Offer and Acceptance Form

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

**ACCEPTANCE OF OFFER (TO BE EXECUTED BY DISTRICT)**

The Bid Is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation No. IFB #23-24-01, including all terms, conditions, specifications, and amendments. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District. This Contract shall be referred to as **Contract Number IFB #23-24-01 HVAC Replacement Project at Lake Havasu Unified School District** and effective the award date unless otherwise noted.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2023

Effective Date \_\_\_\_\_, 2023

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



# Attachment 2 Questionnaire

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Attachment 2, Questionnaire (Q-38LN) is represented electronically in the Bonfire portal in Excel format. The file attached herein shall be used for electronic upload into the Requested Information section within the Bonfire portal. This form includes Company Profile, Financial Stability, Management and Operations. **Failure to provide this Attachment electronically as requested in Bonfire shall result in rejection of the Bid.**



Attachment 2,  
Questionnaire (Q-38)

COMPANY PROFILE	
Company Structure	
1.1.1	Legal Business Name
1.1.2	Number of Years in Business
1.1.3	DBA
1.1.4	Federal Employer ID
1.1.5	Principal Place of Business Address (Corporate Office)
1.1.6	Website address
1.1.7	Name of Authorized Contact for Offer
1.1.8	Authorized Contact Telephone
1.1.9	Authorized Contact Email Address
1.1.10	Type of Business
1.1.11	Is the company incorporated in the State of Arizona?
1.1.12	Name and Title of Each Principal, Owner, Officer, Major Stockholder (more than 3% or whose annual income from dividends, including the value of stock dividends, from the corporation exceeds five percent of the total annual income for such officer or employee and any other payments made to him/her by the corporation exceeds five percent of his/her total annual income):
1.1.13	Does the firm use or have used in the past five years, any other business name, FEIN, or DBA other than provided herein? If yes, provide all related details.
1.1.14	Is there any potential conflict of interest or relationship between the Offeror and any District employee, official or Governing Board member who functions or has responsibilities in the review, approval, undertaking or carrying out of the project or purchase? *If Yes, all relevant details must be included on the Conflict of Interest Disclosure Attachment.
<b>Within the past five years, has the vendor, any principal, owner, officer, major stockholder (as previously define), affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following:</b>	
1.2.1	A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
1.2.2	A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?
1.2.3	An unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?
1.2.4	An investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency?





## Attachment 2 Questionnaire

**Lake Havasu Unified School District**  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

1.2.5	A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?
1.2.6	A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?
1.2.7	A federal, state or local government suspension or debarment from the contracting process?
1.2.8	A federal, state or local government denial of lease or contract award for non-responsibility?
1.2.9	An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?
1.2.10	A federal state or local determination of willful violation of any public works or labor law or regulation?
1.2.11	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
1.2.12	An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?
<b>Financial Stability</b>	
1.3.1	Is the vendor in good standing with its primary financial institution? Offeror should provide evidence of financial stability and capability to fund all costs associated with providing the requested materials/services requested in this solicitation. *A letter from primary financial institution should be included for confirmation.
1.3.2	Does the Offeror confirm the company's bonding capacity adequately covers this Scope of Work and understand that both performance and payment bonds are required upon contract award? Does the Offeror agree that no further costs will be allocated for any required bonds outside of the awarded contract pricing?
1.3.3	Does the vendor lack the financial resources necessary to fulfill the requirements of the proposed contract in any way? If yes, attach a letter of explanation.
1.3.4	Gross amount of contract value in hand as of the date of this bid.
1.3.5	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? *If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.
1.3.6	Has the Offeror filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors in the past ten (10) years? If yes, provide an explanation with all relevant details.
<b>Management &amp; Operations</b>	
1.4.1	Have there been any deficiency orders issued against the contractor by the Arizona Registrar of Contractors over the past five (5) years?
1.4.2	Will the Offeror provide a Certificate of Insurance (COI) with the required coverages, as outlined in the Special Terms and Conditions with the District listed as an Additional Insured?
1.4.3	Will the Offeror require any additional agreement for this project, such as warranty, sales or maintenance agreement? If yes, a copy must be provided.
1.4.4	Does the Offeror conduct Background Clearance (Registered Sex Offender)?
1.4.5	Does the Offeror conduct fingerprint clearances?



## Attachment 2 Questionnaire

**Lake Havasu Unified School District**  
 2200 Havasupai Blvd.  
 Lake Havasu City, AZ 86403  
 (928) 505-6900

Solicitation No: IFB #23-24-01  
 Description: HVAC Replacement Project

1.4.6	Does the Offeror conduct drug-free screening?
1.4.7	Does Bidder warrantee all work for a minimum two years from date of final completion? If not, provide explanation.
1.4.8	Provide a tentative construction schedule using the dates provided in the IFB. A schedule illustration should be included and attached separately.
<b>Key Personnel, Qualifications and Experience</b>	
1.5.1	Identify the key personnel and titles, e.g., Superintendent, Foreman, or Project Manager, that will be assigned to work on this project. Include the number of years with the firm and total years of related experience that is relevant to this Scope of Work, such as similar project size, timeline, etc.
<b>References</b>	
1.6.1	Provide at least three (3) references for projects that are similar to this Scope of Work that were completed within the past five (5) years. Include Owner Name, Point of Contact, Point of Contact phone and email address and overall project type and contract value. References should be public entity references and related to the same type of project work. Performance as a subcontractor or references provide by a third-party representative shall not be considered. The district may, at its sole discretion, contact additional customers not presented as references.
<b>AFFIRMATION STATEMENT</b>	
1.7.1	Authorized contact hereby states and certifies that the information given for this Questionnaire is true, accurate and complete. It is further acknowledged that the District will rely upon the information contained herein and within the overall response to determine responsiveness and responsibility of the Offeror for contract award. The District may, at its discretion, verify the truth and accuracy of all statements made herein by any means which it may choose.



# Attachment 3 Bid Cost Form

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Bidders must submit pricing, as requested, which shall include all labor, material, equipment, services and transportation necessary for the Project, as described in this Solicitation. Pricing listed must be all-inclusive and tax must be listed separately, *if applicable*. **If the base bid is greater than \$750,000, and it is considered a MRRRA project, Prime Contract Tax would be applicable and shall be indicated separately.** Any tax indicated on a separate line is not included for evaluation purposes. The total bid cost with bonds will be evaluated and used to determine the lowest price, as per A.A.C. R7-2-1031(A). Partial bids will not be accepted.

The Excel form shall be incorporated herein, and represents Attachment 3, Bid Cost Form electronically in the Bonfire portal, which shall be used for electronic upload of bid costs. **Attachment 3, Bid Cost Form must be included in the entire bid package PDF file and shall match the Excel values uploaded in the Requested Information section.**

Lake Havasu Unified School District  
(BT-25MZ)



Attachment 3, Bid  
Cost Form (BT-25MZ)

#1-1 Lake Havasu USD HVAC Replacement Project Base Bid	\$
#1-2 Prime Contract (Sales) Tax	\$
#1-3 Performance and Payment Bonds	\$
<b>#1 Total Project (includes taxes and bonds)</b>	<b>\$</b>
#1-4 Contingency (10%) of the Project Base Bid	

### Understanding and Conformance

Bidder fully understands that all work shall be substantially completed within 240 days from Notice to Proceed. Pricing listed on this form shall include all costs for labor, equipment, materials, and incidentals necessary to complete all work, including tax listed separately, *if applicable*, in accordance with the requirements of the solicitation package. The undersigned affirms an understanding of the Scope of Work, Specifications, Drawings, Terms and Conditions and all applicable laws and regulations related to this solicitation and submits the Bid in good faith.

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

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

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Title



# Attachment 5 Confidential/Proprietary Information

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

All proposed subcontractors for any portion the work or trades outlined in this solicitation must be identified below. Only one (1) subcontractor shall be used for each trade and/or portion of work. The undersigned submits the following Subcontractor(s) to be used in performing the work, as outlined in this solicitation:

Subcontractor's Name	Trade	License #

Please confirm by checking the applicable box(es) below:

- NONE.
- Bidder will self-perform the work required.
- Subcontractor is properly licensed to perform the work required.
- Subcontractor has not been debarred or suspended by a federal, state or local government from the contracting process.
- Subcontractor agrees to provide a Conflict-of-Interest Disclosure Form (upon contract award).

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title



# Attachment 5 Confidential/Proprietary Information

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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

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

**Bidder must select one of the following:**

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title



# Attachment 6 Deviations/Exceptions

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Bidder acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As outlined on this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform and Special Instructions, Uniform and Special Terms and Conditions, Scope of Work, Specifications and Solicitation Amendments (if any).

Check one of the following responses:

Bidder takes no exceptions, deviations or modifications to the terms and conditions of the Solicitation.

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

Bidder requests the exceptions or modifications set forth below and/or attached.

Describe exceptions taken (attach additional pages if needed):

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*All requested exceptions/deviations must be clearly explained. The specific language including page, section and item shall be listed for consideration. The exception/deviation must be fully listed including any proposed alternative language or terms. Unacceptable exceptions shall impact consideration for award. The District shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title





# Attachment 8 Conflict of Interest Disclosure

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01

Description: HVAC Replacement Project

State of Arizona County of \_\_\_\_\_

)  
) ss.  
)

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

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

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

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

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

That Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.A.C. R7-2-1024 (B)(1)(q) and A.R.S. § 15-213(O).

\_\_\_\_\_  
**(Signature of Person Authorized to Sign Bid)**

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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



# Attachment 8 Conflict of Interest Disclosure

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01

Description: HVAC Replacement Project

As a public institution and political subdivision of the State of Arizona, Lake Havasu Unified School District (District) has established policies and procedures for reviewing and addressing conflicts of interest between District officials/employees and suppliers and otherwise ensuring compliance with Arizona Revised Statute 38-502 et seq., regarding conflict of interest.

As part of this process, you, the Supplier, are asked to disclose any and all potential conflicts of interest to the District for appropriate review and disposition. Examples include, without limitation, a District official/employee having an ownership interest in your business, your business being owned by a relative of a District official/employee, and your business sponsoring engagements or other activities with which the District officials or employees are involved.

Your failure to complete and return this disclosure form may result in a delay of payment, the termination of your contract and/or suspension of your status as a responsive and responsible provider of goods or services to the District.

Your obligation with regard to the disclosure of conflicts of interest is ongoing; therefore, we ask that you promptly notify the District should you become aware of any potential conflict following the submission of this form. At the District's discretion you may be asked to update this information periodically.

Please select the appropriate statement:

- I AM NOT** aware of any relationship between the Supplier and a District official/employee which could result in potential personal gain for the District official/employee or which could enable the District official/employee to influence the Supplier relationship for perceived personal gain.
- I AM aware** of a relationship between the Supplier and a District official/employee which could result in potential personal gain for the District official/employee or which could enable the District official/employee to influence the Supplier relationship for perceived personal gain.

Official/Employee Name	Nature of Relationship

*By signing below, you represent and affirm that you have proper authority to act on behalf of the Supplier and that the foregoing statements are true and correct to the best of your knowledge.* The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the Arizona State Statutes and School District Procurement Rules regarding personnel, conflict of interest, confidentiality and procurement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
District/Firm

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone



# Attachment 9 IRS W-9 Form

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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

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

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

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

**Purpose of Form**

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

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

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

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



# Attachment 10 Boycott of Israel Disclosure

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Bidder shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering contracts “unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

... "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §35-393 et seq., all offerors must select one of the following:

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R7-2-1006.
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §35-393 et seq.
- Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title



# Exhibit A Bid Bond

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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 Lake Havasu  
Unified School District (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract  
with the Obligee in accordance with the terms of the bid and give the bonds and certificates of insurance as specified in the  
standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt  
payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to  
enter into the contract and give the bonds and certificates of insurance, if the Principal pays the Obligee the difference not to  
exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may  
in good faith contract with another party to perform the work covered by the bid then this obligation is void, otherwise it  
remains in full force and effect.

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal Seal Surety Seal

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Agency of Record



# Exhibit B Performance Bond

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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 Lake Havasu  
Unified School District (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_, for the material, service or construction described as  
\_\_\_\_\_

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal Surety Seal

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Agency of Record





# Exhibit C Payment Bond

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

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 Lake Havasu  
Unified School District (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_, to construe and complete a certain work described as  
\_\_\_\_\_

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Principal Seal Surety Seal

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Agency of Record



# Exhibit D Certificate of Insurance

**Lake Havasu Unified School District**  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

INSURED	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	GENERAL LIABILITY						EACH OCCURRENCE \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR			MED EXP (Any one person) \$ <b>10,000</b>	
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
	<input type="checkbox"/>						GENERAL AGGREGATE \$ <b>2,000,000</b>	
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>	
	<input type="checkbox"/>						\$	
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:					\$	
		<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJ SUBJECT	<input type="checkbox"/>	LOC	
<b>A</b>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>	
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS			BODILY INJURY (Per person) \$	
	<input type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS			BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input type="checkbox"/>		<input type="checkbox"/>				\$	
<b>A</b>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR				EACH OCCURRENCE \$	
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE			AGGREGATE \$	
	<input type="checkbox"/>						\$	
	<input type="checkbox"/>	DED		RETENTION \$			\$	
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N / A			E.L. EACH ACCIDENT \$ <b>1,000,000</b>	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>	
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	<p style="text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p>



# Exhibit E

## Electronic Submission Instructions

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Lake Havasu Unified School District will utilize an online public portal known as Bonfire for electronic submission of competitive sealed bids for this project. Bonfire is an electronic portal for receiving, opening and recording bids and proposals digitally available through the procurement consultant, Sunny Path Associates, assisting with the project.

### 1. Prepare bid submission materials.

Requested Information	File Type	# Files	Required
<b>Entire Bid Package</b>	PDF (.pdf)	1	<b>YES</b>
<b>Attachment 2, Questionnaire (Q-38LN)</b> <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	<b>YES</b>
<b>Attachment 3, Bid Cost Form (BT-25MZ)</b> <i>The Bid Cost Form provided in Excel format must match the PDF form within the Entire Bid Package.</i>	EXCEL BidTable	1	<b>YES</b>
<b>Licenses and Supporting Documentation</b>	PDF (.pdf)	Multiple	<b>YES</b>
<b>Confidential Information</b>	PDF (.pdf)	Multiple	Optional

- Note the file type and number of files allowed. The maximum upload file size is 1000 MB.
- **Do not embed** any documents within your uploaded files, as they will not be accessible.
- Text fields have a limit of 2000 characters.

### 2. Upload your bid submission at <https://sunnypathassoc.bonfirehub.com/opportunities>

- A bid submission must be uploaded, submitted, and finalized prior to the Closing Time of:  
**August 22, 2023 10:00 AM MST (LOCAL TIME – ARIZONA)**
- It is strongly recommended that sufficient time is allotted and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize.

### 3. Important Notes

- **The Attachment 3, Bid Cost Form values shall match on the PDF and Excel version.**
- Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.
- An email confirmation receipt will be sent with a unique confirmation number once a submission is finalized.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

### 4. Technical Assistance

- A. Contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).
- B. Visit the help forum at <https://bonfirehub.zendesk.com/hc>.
- C. Call by phone at 1.800.354.8010 Ext. 2. (Note these hours are limited to 5:00 AM-5:00 PM Arizona time.)



# Bid Requirements Checklist

Lake Havasu Unified School District  
2200 Havasupai Blvd.  
Lake Havasu City, AZ 86403  
(928) 505-6900

Solicitation No: IFB #23-24-01  
Description: HVAC Replacement Project

Bidder is responsible for reviewing the solicitation in its entirety and including all required and applicable information. The District will not assume responsibility for any costs related to the preparation or submission of the bid. This checklist is provided for convenience.

**One (1) electronic Bid is requested.** The following should be included within the submitted electronic Bid package, as outlined below.

ENTIRE BID PACKAGE	SUBMITTED
<b>Bid Security</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 1:</b> Offer and Acceptance Form ( <i>signed</i> )	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 2:</b> Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 3:</b> Bid Cost Form – <i>Excel and PDF format</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 4:</b> Subcontractors List	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 5:</b> Confidential/Proprietary Information	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 6:</b> Deviations/Exceptions	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 7:</b> Non-Collusion Affidavit ( <i>signed and notarized</i> )	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 8:</b> Conflict of Interest Disclosure	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 9:</b> IRS W-9 Form	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Attachment 10:</b> Boycott of Israel Disclosure	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>COPY of contractor license(s)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>ALL Amendment(s)</b> , if applicable, signed and dated	<input type="checkbox"/> YES <input type="checkbox"/> NO

- **These documents must be uploaded electronically into the Bid Package areas using the Bonfire portal via: <https://sunnypathassoc.bonfirehub.com/opportunities>**
- Entire Bid Package
- Attachment 2, Questionnaire (Q-38LN)
- Attachment 3, Bid Cost Form (BT-25MZ)
- Licenses and Supporting Documentation
- Confidential Information

**Please refer to Exhibit E, Electronic Submission Instructions, for additional instructions.**