



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

NOTICE OF INVITATION FOR BID

DATE: November 1, 2012

BID #: 89-13Rev. FIRE ALARM SYSTEM HHS

DUE DATE: Tuesday, November 27, 2012 at 2:00p.m. – CUSD District Office

PRE-BID CONFERENCE: Thursday, November 8, 2012, 3:00pm at CUSD Hamilton High School, Main Lobby, Address: 3700 S. Arizona Ave., Chandler, AZ 85248 (Arizona Avenue and Ocotillo). Email Sheri Shroka at shroka.sheri@cusd80.com if you plan to attend to ensure we have adequate sets of plans.

=====

In accordance with the School District Procurement Rules, competitive sealed bids for the material, service or construction specified will be received by the District Purchasing Office at the above specified location until the time and date cited. Bids received by the correct time and date will be opened and the amount bid will be publicly read.

Bids must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. Bids will be time stamped when received. Bids received after the stated opening time will not be considered and will be returned to the bidder. The bidder assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility for having his bid deposited on time at the place specified. Bids must be marked on the outside of the envelope with the bid number and title and the submitting company's name. **The District is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**

All bids must be completed in ink or typewritten. Additional instructions for preparing a bid are provided with this notice. Bidders are strongly encouraged to review the enclosed bid requirements and specifications as the District reserves the right to accept or reject any or all bids, waive irregularities and accept any bid deemed to be in the best interest of the District. The submission of a bid will indicate that the bidder understands the requirements and specifications and that he can supply the materials, services or construction and meet the required delivery time line as specified.

Inquiries to this solicitation: shroka.sheri@cusd80.com

MAIL ALL BIDS TO: CHANDLER UNIFIED SCHOOL DISTRICT #80
PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
ATTN: BID 89-13Rev.

THIS PROPOSAL IS OFFERED BY:

Name of Company

Address of Company

Contact Name, Phone Number, Email Address



INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS USED IN THESE INSTRUCTIONS

As used in these instructions, the following terms have the following meaning.

- A. **"Attachments"** means all items required of the Offeror as a part of the Offer.
- B. **"Days"** means calendar days unless otherwise specified.
- C. **"Exhibits"** means all items attached as a part of the Solicitation.
- D. **"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.
- E. **"Offer"** means bid, proposal or quotation.
- F. **"Offeror"** means a vendor who responds to a Solicitation.
- G. **"Procurement Officer"** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- H. **"Solicitation"** means an invitation for bids ("IFB"), a request for proposals ("RFP"), or a request for quotations ("RFQ").
- I. **"Subcontract"** means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
- J. **"District"** means the Chandler Unified School District #80.
- K. **"Contract"** means the combination of the Solicitation, including the Special Instructions to Offerors, the Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; any agreement entered into pursuant to the Solicitation, and any amendments to the Solicitation or the Contract; and any terms applied by law.
- L. **"Contractor"** means any person who has a Contract with the District.

2. PREPARATION OF BID:

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation shall be legible and contain the same information requested on the forms. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink: Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Offer, Acceptance and Non-Collusion Affidavit. The Offer, Acceptance and Non-Collusion Affidavit 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 Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit a signature with the Offer or an un-notarized Non-Collusion Affidavit may result in rejection of the Offer.
- D. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

- E. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- F. Exceptions to Terms and Conditions.
 - 1. Invitations for Bid: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Requests for Proposal: An Offer that takes exception to a requirement of any part of the Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occurs. All exceptions that are contained in the Offer may negatively affect the District's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- G. Subcontracts. Offeror shall clearly identify any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- H. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Addenda/Amendments;
 - 2. Special Terms and Conditions;
 - 3. Standard Terms and Conditions;
 - 4. Statement of Scope of Work
 - 5. Specifications;
 - 6. Attachments;
 - 7. Exhibits;
 - 8. Instructions to Bidders

3. PRE-OFFER CONFERENCE.

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location appear on the Solicitation's cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation amendment.

4. INQUIRES.

- A. Solicitation Contact Person. Any inquiry related to a Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other District employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- B. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- C. Timeliness. Any inquiry shall be submitted as soon as possible, and if time permits, at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the Solicitation shall be answered solely through a written Solicitation amendment. An Offeror may not rely on verbal responses to its inquiries.
- E. Solicitation Amendments. The Solicitation shall only be modified by written amendment, signed by the Procurement Officer.
- F. Standards. Any requests for, or inquiries regarding, standards referenced in the Solicitation shall be referred to the Solicitation contact person.

5. SUBMISSION OF OFFER

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. Bids will be time stamped when received. Bids received after the stated opening time will not be considered and will be returned to the bidder.
- B. Amendments. Each Solicitation amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation amendment may result in rejection of the Offer.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The District shall make a determination pursuant to the School District Procurement Code.

6. OFFER ACCEPTANCE PERIOD.

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

7. TAXES.

- A. Federal Excise Tax. The District is exempt from Federal Excise Tax, including the Federal Transportation Tax.
- B. 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 taxes from the buyer does not relieve the seller from his obligation to remit taxes. Offerors are required to provide their Arizona Transaction Privilege Tax Number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- C. Evaluation of Offers. All applicable taxes stated in the Offer will be considered by the District when determining the lowest bid or evaluating proposals. The District will add use tax to out-of-state offers in evaluating the solicitation. At all times, payment of transaction privilege taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- D. Identification of Taxes in Offer. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the District will conclude that the price(s) offered includes all applicable taxes.

8. COST OF OFFER PREPARATION.

The District shall not reimburse any Offeror the cost of responding to a Solicitation.

9. CERTIFICATIONS, DISCLOSURE AND DISQUALIFICATION.

- A. By signing the Offer and Acceptance Form and notarizing the non-collusion affidavit or other official Contract form, the Offeror certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
2. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting Contracts, and the vendor may be debarred.
3. The Offeror agrees to promote and offer to the District only those materials and/or services as stated in and allowed for under resultant Contract(s) as District Contract items. Violation of this condition will be grounds for terminating the Contract(s).

10. AWARD OF CONTRACT:

- A. Number of Types of Awards. Where applicable, the District reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the District's best interest, "all or none" Offers shall be rejected.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- C. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the District reserves the right to:
 1. Waive any immaterial defect or informality; or
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.

The Procurement Officer shall file a written determination specifying the reasons for the decision.

- D. Contract Inception: An Offeror's submission of an Offer does not, in and of itself, constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A contract will not be created until the Offer is formally accepted and executed in writing as confirmed by the Procurement Officer's signature on the District's Offer and Acceptance Form. A notice of award or recommendation by the District's Governing Board of its intent to award prior to acceptance and execution by the Procurement Officer shall not constitute acceptance of the Offer. The District's Procurement Officer shall not formally accept or execute an Offer until all requisite formalities of the solicitation process have been complied with.

11. PROTESTS.

A protest shall be filed, and shall be resolved, in accordance with the Arizona State Procurement Code for school districts, Section R7-2-1153, as may be amended. A protest must be in writing and must be filed with the Associate Superintendent for Support Services, Frank Fletcher. Protests based upon alleged improprieties in a Solicitation that are apparent before the bid opening shall be filed before bid opening. Protests based upon alleged improprieties in a Solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial Solicitation but that are subsequently incorporated into the Solicitation shall be filed by the next closing date for receipt of proposals following the incorporation. In all other cases, protests shall be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest must include:

- A. The name, address and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the Solicitation or Contract number;
- D. A detailed statement of the legal and factual ground of protest including copies of relevant documents; and
- E. The form of relief requested.



STANDARD TERMS AND CONDITIONS

1. APPLICABLE OFFER

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the School District Procurement Code.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in any Contract are a part of the Contract as if fully stated in it.

2. AUTHORITY

This Contract is issued under the authority of the Procurement Officer who signed this 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 an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim based on those changes.

3. CONTRACT INTERPRETATION AND AMENDMENT

- A. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement and integrates all of the terms incidental hereto and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter of this Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- B. 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.
- C. Written Contract Amendments. The Contract shall be modified only through a written Contract amendment within the scope of the Contract signed by the Procurement Officer.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. An Offeror may not rely on verbal responses to its inquiries.

4. RIGHT TO AUDIT RECORDS

The District may, at reasonable times and places, audit the book and records of any Contractor or Subcontractor in accordance with Arizona State Procurement Code for school districts Section R7-2-1083. Upon request, the contractor shall produce a legible copy of any or all such records.

5. 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.

6. 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.

7. 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, which approval may be withheld in the sole discretion of the Procurement Officer.

8. GENERAL INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the District from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, representatives in connection with or incident to the performance of this Contract, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the District or its employees. This provision shall survive the termination of the Contract.

9. INDEMNIFICATION - PATENT AND COPYRIGHT

The 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 this Contract. The District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

10. SUBCONTRACTS

The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract. A list of all proposed subcontractors must be provided with the Offer.

11. COMPLIANCE WITH APPLICABLE LAWS

The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws and the Contractor shall maintain all applicable licenses and permits.

- A. Contractor shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and that contractor has verified the employment eligibility of each employee through the e-verify system, pursuant to A.R.S. § 23-214(A). Any breach of such warranty shall be deemed a material breach of the Contract, subject to penalties up to and including termination of the Contract. Contractor further acknowledges that the District shall retain the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure the Contractor's compliance with such warranty. Contractor shall incorporate the terms of this provision into any Subcontract under this Contract.
- B. In accordance with A.R.S. 35-392, the contractor is in compliance and shall remain in compliance with the Export Administration Act.
- C. In accordance with A.R.S. 35-391, the contractor does not have scrutinized business operations in Sudan.
- D. In accordance with A.R.S. 35-393, the contractor does not have scrutinized business operations in Iran.
- E. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

12. OFFSHORE PERFORMANCE

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

13. PAYMENTS

The District will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

14. ADVERTISING AND PROMOTION OF CONTRACT

The Contractor shall not advertise or publish information for commercial benefit concerning this Contract, without prior written consent of the District.

15. PROPERTY OF THE DISTRICT

Any materials, including reports, computer programs, and other deliverables created under this Contract are the 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.

16. THIRD PARTY ANTITRUST VIOLATIONS

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

17. 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 the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. 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.

18. CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to termination pursuant to A.R.S. 38-511.

19. GRATUITIES

The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the 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. In the event this provision is breached, the District, in addition to any other rights or remedies, shall be entitled to recover damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

20. TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the Contract in whole or in part anytime for the convenience of the District without penalty recourse. The Procurement Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least thirty (30) days before the effective date of the termination. Upon receipt of the written notice, the Contractor shall immediately notify all subcontractors of the effective date of the termination. 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. 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.

21. TERMINATION FOR DEFAULT

A. The District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall mail written notice of the termination and the reasons for it to the Contractor by Certified Mail – Return Receipt Requested.

- B. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District.
- C. The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District re-procuring the materials or services.

22. 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 penalties assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and penalties described in the Standard Terms and Conditions.

23. 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 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 District will make reasonable efforts to secure such funds.

24. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15, R7-2-1155 through R7-2-1159, as may be amended.

25. NON-EXCLUSIVE REMEDIES

The rights and the remedies of the District under this Contract are not exclusive.

26. EFFECTIVE DATE

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and acceptance form or other official Contract forms, unless another date is specifically stated in the Contract.

27. FORCE MAJEURE

A. 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; floods; lockout, injunctions-intervention acts or failures or refusal 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with the Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

- B. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours after commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand 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 modification for a period of time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

28. APPLICABLE TAXES

- A. Applicable Taxes. The District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
- B. 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 the Contractor shall require all subcontractors to hold the District harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

29. RISK OF LOSS

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

30. INSPECTION AND TESTING

The Contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this Contract, the Contractor's facilities, and the Contractor's processes for producing the materials. The District shall also have the right to test the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials.

31. NONCONFORMING TENDER

Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the 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.

32. WARRANTIES

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one (1) year after acceptance by the District, they shall be:
 - A. of a quality to pass without objection in the trade under the Contract description;
 - B. fit for the intended purposes for which the materials are used;
 - C. within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - D. adequately contained, packaged and marked as the Contract may require; and
 - E. conforming 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 Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials by the District.

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

33. SHIPPING TERMS

Prices shall be F.O.B. DESTINATION to any location in the District boundaries, delivered to the specified receiving point(s) as required by the District at the time of order unless stated otherwise in this solicitation. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

34. TABULATIONS

Tabulations will be sent after the Chandler Unified School District Purchasing Department receives a written request. After receipt of request, the District will mail out results within fourteen (14) days after award of contract.

35. Vendor's name may be removed from the District's bidder list if they fail to respond to a solicitation for two (2) consecutive procurements of similar item(s) or service.



SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS APPLY ONLY TO THE REQUIREMENTS OF THE SPECIFICATIONS OF THIS PROJECT.

PURPOSE: The Chandler Unified School District requests bids for Fire Panel Upgrade at Hamilton HS as stated in the solicitation.

CONTRACT TYPE: Fixed Price, Single Purchase; It is understood and agreed that the District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected suppliers, both at the time of acceptance of this quotation as so modified, and subsequent thereto.

AUTHORITY: This Solicitation as well as any resultant contract is issued under the authority of the District Purchasing Administrator. No alteration of any resultant contract may be made without the expressed written approval of the District Purchasing Administrator in the 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 the legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

BID MODIFICATION: The District will not be responsible for bidders adjusting their bids based on oral instruction by any member of the District staff or by contracted consultants or agents. Bids will be modified by issuance of an addendum by the Purchasing Department.

INQUIRIES: All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via mail, fax or email. Bidders shall not contact or ask questions of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due date and time. All questions shall be responded to as soon as possible. **The deadline for submission of questions is November 1, 2012.**

BID OPENING: Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications, and all other information received in response to the invitation for bid shall be shown only to Authorized District Personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.

EVALUATION CRITERIA: In accordance with the School District Procurement Rules, Bid awards shall be made to the lowest responsible and responsive Bidder(s) whose bid is determined in writing to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Bid. Evaluation criteria shall include:

1. Cost
2. Conformance to Specifications
3. Conformance to Delivery and Installation Requirements
4. Past Performance
5. Qualifications, certifications and experience in providing the required services.
6. The District's assessment of the firm's abilities to meet and satisfy the needs of the District
7. References

AWARD: The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in the invitation for bids. No criteria may be used in a bid evaluation that is not set forth in the invitation for bids. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the lowest bidder, if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

CANCELLATION (10 days): The District reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, terms or conditions of the contract. The District shall issue written notice to the contractor for acting or failing to act as in any of the following:

1. The contractor provides material that does not meet the specifications of the contract.
2. The contractor fails to adequately perform the services set forth in the specifications of the contract.
3. The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract.
4. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the District. Failure on the part of the contractor to adequately address all issues of concern may result in the District resorting to any single or combinations of the following remedies.

1. Cancel any contract
2. Reserves all right or claims to damage for breach of any covenant of the contract.
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.

CONTRACT TERMINATION (CONVENIENCE): Any contract entered into as a result of this solicitation is for the convenience of the District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination.

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

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

SAFETY STANDARDS: All services supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electrical Code, and the National Fire Protection Association Standards.

RECORDS: Pursuant to provisions of Title 35, chapter 1, Article 6, Arizona Revised Statutes 35-214 and 35-215, each contractor shall retain, and shall contractually require each subcontractor to retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the office of the Auditor General, the Attorney General or the District Purchasing Office.

PRICING: Pricing for services must be submitted in an all-inclusive basis and shall include all taxes and other related costs factors associated with the service requested in this document.

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

WARRANTY: Each offer must include a complete and exclusive statement of the product warranty. This Project requires a minimum Two (2) year warranty on equipment and workmanship.

CURRENT PRODUCTS: All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in a user (paying customer) environment, and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

BID BOND: Non-revocable bid security payable to the Chandler Unified School District No. 80 in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the District Purchasing Office by the due date and time cited for this solicitation.

The District will hold all bid security during the evaluation process. As soon as is practicable, after the completion of the evaluation, the District will:

- A. Issue a contract award notice for those offers accepted by the District;
- B. Return all checks to those who have not been issued a contract award notice.

- C. All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the District. In case of default, the District reserves all right inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the School District Procurement Rules, and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.
- D. All bid bonds must be executed on forms substantially equivalent to those included in this bid document.

PERFORMANCE BOND: The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount equal to one hundred percent (100%) of the price specified in the contract.

- A. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the District Purchasing Office within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the district.
- B. All performance bonds must be executed on forms substantially equivalent to those included in this bid document.

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.

INSURANCE:

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

- A. Successful bidder will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Chandler Unified School District as an additional insured party.
- B. Successful bidder will be required to submit proof of and maintain Product Liability Insurance as required by law.
- C. The Chandler Unified School District No. 80, its Departments, Boards, and Schools must be added as additional insureds as required by statute, contract or other request. It is agreed that any insurance available to the Contractor shall be primary of other sources that may be available.
- D. It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to the District without thirty (30) days written notice to the District. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.
- E. The successful Contractor prior to commencement of activity must submit a copy of the Certificate of Insurance.

NOTE: A copy of a completed form must be forwarded to:

Purchasing Department
 1525 W. Frye Road
 Chandler, AZ 85224
 Attn: Bid No. 89-13

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above.

CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the District for the purpose of assuring that others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the District. Contractor also agrees that any information pertaining to individual person shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the District.

Offerors may designate as proprietary, portions of the bid. That portion of bid should be under separate cover and identified as "proprietary". Pricing is not considered proprietary.

AVAILABILITY OF FUNDS: Each payment obligation of the District created hereby is conditioned upon the availability of District funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due for or any damages that result from termination under this paragraph.

- A. This provision shall not be construed so as to permit the District to terminate this contract or service hereunder in order to acquire services from another Contractor.
- B. In the event of termination as provided in this clause, the Contractor shall stop all work as specified in the notice of termination. Contractor shall be paid the contract price for all services completed. In addition, Contractor will be paid their reasonable actual costs for work in progress as determined by generally accepted accounting principles and practices. Upon such termination, the Contractor shall deliver to the District a complete set of all documents, programs, and other information described in the statement of work prepared to the date of termination.

GENERAL:

- A. Contractor, its agents and employees, shall conform in all respects with physical, fire and other published security regulations of the District while on District premises.
- B. Neither the benefits nor the burdens of the contract may be assigned by either party in whole or part without the written consent of the other, and the contract is voidable and subject to immediate cancellation by the District upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.
- C. The Contractor shall represent and warrant that the Contractor:
 - a. shall comply with all Federal, State and local laws, ordinances, rules and regulations applicable to its activities and obligations under this contract.

CLEANING: Remove all surplus materials and debris resulting from demolition, relocation, and alterations, and from new work on the site, at completion of each day's work. **School trash containers shall not be used for this project.**

WORK SCHEDULE: A work schedule will be developed providing times for working on the project, and become a part of the final contract. Schedule will be coordinated with Jim Chambers, CUSD Electronics Department.

SUBSTITUTION OF MATERIALS PRIOR TO BIDDING: When a specific manufacturer, trade name or materials are specified or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use material other than that specified, he shall request approval of such substitution in writing using the form provide in the IFB, to the District. **Request for substitutions shall be in the hands of the District no later than November 1, 2012.**

- A. Contractor or material supplier requesting such substitution shall forward all applicable information on requested substitution specifically stating deviations and/or equal requirements to that specified. If complete information is lacking so that direct comparisons cannot be made to the specified item, the substitution will not be considered.
- B. Award of the Contract in accordance with Contract Documents requires that the specified materials and equipment shall be furnished and installed.
- C. Unless specifically submitted and approved in writing in accordance with the above, substitutions will not be allowed.

INTERPRETATION OF DRAWINGS AND/OR SPECIFICATIONS: In general, provisions of the Specifications take precedence over notes on the drawings, except where work or materials is called for on the drawings but not called out in the Specifications, the drawings take precedence; addenda to specifications take precedence over original specifications or earlier addenda; dimensional figures take precedence over earlier ones.

- A. Work indicated or required (but not expressly noted, detailed or specified) shall be made the same as similar or corresponding elements which are fully noted, detailed or specified. The Contractor shall comply with the true intent and meaning of the drawings and specifications taken as a whole. The Contractor shall not avail himself of any manifest error or omissions therein to the detriment of the work.
- B. Standard of quality and performance indicated on the drawings or described in the specifications shall be understood to be minimum requirements only. When building codes or other legal authority demand higher standards, such legal requirements shall be met.
- C. The drawings are generally diagrammatic and indicate manner, method, and nature of the installation. The specifications denote quality of material and workmanship. Where conflict between the drawings and specifications arise, the District shall be promptly notified. The District will make the proper interpretation and their decisions shall be final. When the term "or equal" or "approved equal" or "equivalent to" is used, it shall be construed to mean an approval of the District. Substitutions made without District approval shall be removed and replaced without additional cost to the District.

The Contractor shall exercise extreme care in the abatement of all unnecessary and excessive noise. If at all possible, the normal course of operation of the surrounding area shall not be interrupted by unwarranted noise generated by the Contractor.

The Contractor will be responsible for maintaining adequate dust control measures at all time, whether during normal working hours or not, including Saturdays, Sundays, Holidays and at night.

All debris, etc., shall be removed from all pipe chases or other remote and hidden spaces prior to closing of the spaces.

The Contractor shall assume full responsibility for properly storing and protecting materials and equipment from dust, moisture or other means of damage. Failure to adequately protect materials and equipment shall be sufficient cause for rejection of any damaged items.

Suitable barricades, guardrails, lighting facilities or other devices necessary to protect the public against construction area hazards shall be provided by the Contractor.

The Contractor shall guaranty, in writing, his entire work to be free of defects of material and workmanship for warranty period as specified in Scope of Work.

Repair and replacement items which develop during the warranty period and are not immediately corrected shall be binding on the Contractor and his bonding company, provided a list of the needed corrections has been presented, in writing, to the Contractor prior to termination of the warranty period. If any portion of the work must be repaired after final payment, in accordance with the requirements of the General Conditions, the Contractor shall, at his own expense, make the necessary repair or replacements. The District shall remove and replace District-installed fixtures or other equipment which might interfere with the repair work, but the Contractor shall pay the expense of such removal and replacement.

DATE OF FINAL ACCEPTANCE AND BEGINNING OF WARRANTY PERIOD: The date of final acceptance and beginning of the warranty period shall be the date upon which owner authorized any payment on the contract, indicating completion and acceptance of the work. This date will represent the completion date for all phases of the project, irrespective of early completion by some subcontractors of their work, or occupancy by the District prior to completion of the total project.

BILLING: Payment will be made only after submission of proper invoices as required by the District and within applicable State law and satisfactory acceptance of the services. An audit shall not be accepted as meeting the requirements until it has been approved by the Auditor General. Payment of any claim shall not preclude the District from making claim for adjustment on any services found not to have been in accordance with the general conditions.

EMPLOYEE IDENTIFICATION:

Heightened Security and Awareness is required on all campuses and satellite facilities in this School District.

Contractors shall, without exception:

- A. Supply **VISIBLE** means of identification to all their employees involved in this Project throughout the duration of the work.
- B. Company Shirts, Caps or Badges may be used.

(FINA) FEDERAL IMMIGRATION AND NATIONALITY ACT:

AS PRESCRIBED BY LAW, ALL EMPLOYERS MUST MEET THE REQUIRED DOCUMENTATION, REGISTRATION AND ALL OTHER IMMIGRATION LAWS AND REGULATIONS FOR LEGAL EMPLOYMENT OF THEIR STAFF IN THE STATE OF ARIZONA. UPON REQUEST FROM CUSD, PROOF MAY BE REQUIRED.

ZERO TOLERANCE:

- A. Lewd, rude or threatening behavior or conversations (from the Contractor or Contractor's Subordinates) towards C.U.S.D. staff or students.
- B. Children in work areas belonging to the contractor or subcontractors.
- C. Alcohol or tobacco products in the possession of the Contractor or Personnel. (Including chewing tobacco).
- D. Inappropriate attire. All Contractors' Personnel must have shirts Identifying Company.
- E. Weapons of any type or items considered threatening.

REFERENCES: Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names, addresses and telephone numbers.

QUESTIONS: All questions regarding this bid should be directed in writing to the Purchasing Department, to the attention of:

Sheri Shroka
shroka.sheri@cUSD80.com
480-812-7615



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

PROJECT: FIRE ALARM SYSTEM HHS

LOCATION: HAMILTON HIGH SCHOOL
3700 S. ARIZONA AVE
CHANDLER, AZ 85248

SCOPE OF WORK:

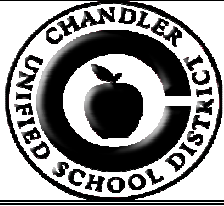
It is the intent of Chandler Unified School District to engage the services of a contractor for the purpose of providing the following equipment and services.

OPTION ONE: UPGRADE PANEL

1. Replace main panel and power supplies throughout school.
 - a. Upgrade existing Fire Alarm IRC-3 Control Panels to EST-3 System
 - b. Remove four (4) panels in four (4) portable buildings.
 - i. Tie four (4) portables (M1-M8) into new EST-3 System.
 - ii. Replace current underground wiring from portables to Building D with new code rated underground cabling/wiring.
 - iii. Add new wiring and devices (pull stations) in portables.
 - c. Reprogram system and provide 100% test of system after upgrade is complete.
2. All existing field devices and wiring to remain in permanent buildings.
3. Certification Required. Must be licensed to work on and program EST-3 Systems.
4. Permits and Fees: obtain permits and pay all fees required by local inspection authority. Upon completion of the project, furnish to the Owner all final certificates of inspection.
5. Prior to final inspection, remove all waste material, scrap, etc., and clean all affected areas and electrical equipment.
6. Perform operational tests on all electrical equipment as recommended by the applicable manufacturer. Test all wiring and connections for continuity and grounds before energizing any system.
7. Guarantee in writing all electrical work against any defects in equipment, material or workmanship for a period of two (2) years after final acceptance by the Owner. Furnish necessary labor and material to promptly correct any defects which may occur during the guarantee period at no additional cost to the Owner.
8. Furnish two (2) copies of Operation and Maintenance Manual and instructions prior to project close-out.

All work to be performed consists of furnishing all labor, material, tools, software, hardware, programming of the system, equipment, transportation, facilities and services required for the execution and completion of the installation services as indicated herein. Work also includes minor items which may not be shown or mentioned, but are necessary for a complete working installation.

The District will provide current prints showing all power supplies and NAC panels. Site visits are not allowed outside of the Pre-Bid Meeting. If you plan to bid on this project, it is highly recommended you attend the Pre-Bid Meeting and walk-thru on Thursday, November 8 at 3:00pm. We will meet in the Main Lobby at Hamilton High School. Email Sheri Shroka at shroka.sheri@cusd80.com if you plan to attend to ensure we have adequate sets of plans.



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

GENERAL NOTES:

1. It is the owners' intention for this project to be performed when classes are not in session. However, the existing fire alarm system shall remain operational or an equivalent fire watch protection be provided at all times by the contractor (24 hours per day and 7 days per week) for the duration of the project. If the existing Fire Alarm System is intentionally disabled or if due to contractor error or negligence the existing systems are rendered inoperable in all or any portions of the facility, it shall be the contractor's responsibility to make all necessary monetary provisions to the owner to provide trained fire watch personnel for all of the affected portions of the facility.
2. The contractor for this project shall provide all expertise, labor and material as necessary to manage this project and to provide a detailed schedule of construction for this project.
3. All fire alarm equipment shall be furnished and installed by a factory authorized "EST-3" distributor in the state of Arizona.
4. All work performed under this contract shall be considered "turn-key".

FIRE ALARM SYSTEM SPECIFICATION:

1. The existing fire alarm control panel for this building is an IRC-3 addressable fire alarm panel. The scope of this project consists of replacing this panel with a new "EST-3" addressable fire alarm panel. All existing downstream devices and wiring shall remain (with the exception of the four (4) portables). The contractor shall be responsible for reconnecting all existing circuitry including, but not limited to, SLC data loops and NAC circuits as required. In cases where the new FACP is shown in a different location than the existing FACP, it shall be the contractor's responsibility to extend all existing circuits to the new location. Provide all necessary wiring and conduit as required. Any splices shall be made with terminal strips (wirenuts are not acceptable).
2. It shall be the responsibility of the contractor to confirm all existing wiring conditions in regards to the existing fire alarm system as related to this project prior to bidding the project.
3. Contractor shall submit to the authority having jurisdiction, a complete set of shop drawings and calculations as part of responsibility of securing installation permit.
4. All wiring shall be provided in accordance with NEC article 760 as applicable.
5. The new and modified fire alarm system wiring shall match the existing system wiring in the building.
6. Fire alarm system panel and annunciators shall be installed in accordance with the manufacturer's instruction and the UL listing requirements.
7. All conduit, material and installation methods shall conform to the NEC.



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

OPTION TWO: NEW FIRE ALARM SYSTEM

1. Replace current fire alarm system with new system throughout school.
 - a. Replace existing Fire Alarm IRC-3 Control Panels with Notifier 3030 System.
 - b. Remove four (4) panels in four (4) portable buildings (M1-M8).
 - i. Tie four (4) portables into new Notifier System.
 - ii. Replace current underground wiring from portables to Building D with new code rated underground cabling/wiring.
 - iii. Add new wiring and devices (pull stations) in portables.
 - c. Replace wiring between Building G and building west of Kitchen that houses Golf Carts.
 - d. Reprogram system and provide 100% test of system after upgrade is complete.
2. All existing field devices shall be replaced in their entirety.
 - a. Existing smoke detectors will be replaced with new smoke detectors.
 - b. Existing heat detectors will be replaced with new heat detectors.
 - c. Pull stations to be aligned with requirements in current code.
 - d. New room additions shall have detectors installed.
3. **WIRING ALTERNATES:**
 - a. **Alternate A:**
 - i. **Use** existing wiring campus wide.
 - ii. Provide unit cost per LF for wiring installation and labor.
 - b. **Alternate B:**
 - i. **Replace** all existing wiring campus wide.
 - ii. Provide unit cost per LF for wiring installation and labor.
4. Certification Required. Must be licensed to work on and install Notifier Systems.
5. Permits and Fees: obtain permits and pay all fees required by local inspection authority. Upon completion of the project, furnish to the Owner all final certificates of inspection.
6. Prior to final inspection, remove all waste material, scrap, etc., and clean all affected areas and electrical equipment.
7. Perform operational tests on all electrical equipment as recommended by the applicable manufacturer. Test all wiring and connections for continuity and grounds before energizing any system.
8. Guarantee in writing all electrical work against any defects in equipment, material or workmanship for a period of two (2) years after final acceptance by the Owner. Furnish necessary labor and material to promptly correct any defects which may occur during the guarantee period at no additional cost to the Owner.
9. Furnish two (2) copies of Operation and Maintenance Manual and instructions prior to project close-out.

All work to be performed consists of furnishing all labor, material, tools, software, hardware, programming of the system, equipment, transportation, facilities and services required for the execution and completion of the installation services as indicated herein. Work also includes minor items which may not be shown or mentioned, but are necessary for a complete working installation.



CHANDLER UNIFIED SCHOOL DISTRICT #80

PURCHASING DEPARTMENT
1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000

The District will provide current prints showing all power supplies and NAC panels. Site visits are not allowed outside of the Pre-Bid Meeting. If you plan to bid on this project, it is highly recommended you attend the Pre-Bid Meeting and walk-thru on Thursday, November 8 at 3:00pm. We will meet in the Main Lobby at Hamilton High School. Email Sheri Shroka at shroka.sheri@cusd80.com if you plan to attend to ensure we have adequate sets of plans.

GENERAL NOTES:

1. It is the owners' intention for this project to be performed when classes are not in session. However, the existing fire alarm system shall remain operational or an equivalent fire watch protection be provided at all times by the contractor (24 hours per day and 7 days per week) for the duration of the project. If the existing Fire Alarm System is intentionally disabled or if due to contractor error or negligence the existing systems are rendered inoperable in all or any portions of the facility, it shall be the contractor's responsibility to make all necessary monetary provisions to the owner to provide trained fire watch personnel for all of the affected portions of the facility.
2. The contractor for this project shall provide all expertise, labor and material as necessary to manage this project and to provide a detailed schedule of construction for this project.
3. All fire alarm equipment shall be furnished and installed by a factory authorized "Notifier" distributor in the state of Arizona.
4. All work performed under this contract shall be considered "turn-key".

FIRE ALARM SYSTEM SPECIFICATION:

1. The existing fire alarm control panel for this building is an IRC-3 addressable fire alarm panel. The scope of this project consists of replacing this panel with a new Notifier 3030 fire alarm system. All existing downstream devices shall be replaced. There are two options for wiring. **Option A: Existing wiring shall remain** (with the exception of the four (4) portables and the wiring between Building G and building west of Kitchen that houses Golf Carts). **Option B: ALL existing wiring shall be replaced.** With either option, the contractor shall be responsible for reconnecting all existing circuitry including, but not limited to, SLC data loops and NAC circuits as required. In cases where the new FACP is shown in a different location than the existing FACP, it shall be the contractor's responsibility to extend all existing circuits to the new location. Provide all necessary wiring and conduit as required. Any splices shall be made with terminal strips (wirenuts are not acceptable).
2. It shall be the responsibility of the contractor to confirm all existing wiring conditions in regards to the existing fire alarm system as related to this project prior to bidding the project.
3. Contractor shall submit to the authority having jurisdiction, a complete set of shop drawings and calculations as part of responsibility of securing installation permit.
4. All wiring shall be provided in accordance with NEC article 760 as applicable.
5. The new and modified fire alarm system wiring shall match the existing system wiring in the building.
6. Fire alarm system panel and annunciators shall be installed in accordance with the manufacturer's instruction and the UL listing requirements.
7. All conduit, material and installation methods shall conform to the NEC.

8. Include all additional NAC panels or sub panels as needed.
9. Remove current map and mount new Notifier panel beside existing panel.
10. It is not anticipated that any underground fiber will need to be added or replaced.
11. Field House will need to be updated and connected to main system.
12. Use the following counts for bidding purposes. Provide unit costs in the event quantities are different than listed here.
 - a. Horn / Strobe 335
 - b. Strobe 119
 - c. Horn 14
 - d. Bell 11
 - e. Pull 85
 - f. Smoke detectors 295
 - g. Flow switch 12
 - h. Tamper 12
 - i. Beam detectors 12
 - j. Power supplies 12
 - k. Door holders 6



BID FORM

Bidder: _____

Date: _____

We, the undersigned, propose to do all the Work and furnish all the labor, physical plant and materials necessary for the construction of the Project as set forth in the documents.

We further declare that we have carefully read and examined all of the related documents and we have made a personal examination of the site and that we fully understand the exact scope of this Project.

We have received, examined and included the provisions of the following Addenda in this Bid:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

We agree:

1. to hold our Bid open for thirty (30) calendar days from date for receipt of Bids.
2. to accept the provisions of the Instruction to Bidders regarding disposition of the Bid Security.
3. to furnish Performance and Payment bonds, and insurance certificates in accordance with the documents no later than the date of execution of the Contract.
4. to accomplish the Work in accordance with the documents.



BID FORM

Bidder: _____

The Contractor shall include in the Base Bid(s): General Conditions costs, Overhead, Profit and all necessary costs to coordinate, administer and schedule this scope of work.

We agree to construct the Project for the Lump Sum Price as follows:
Complete all options that apply to you.

BASE BID – OPTION ONE, UPGRADE PANEL:

BASE BID, as defined by the Contract Documents (\$ _____)

_____ **Dollars.**

BASE BID – OPTION TWO, NEW SYSTEM (WIRING Alternate A):

BASE BID, as defined by the Contract Documents (\$ _____)

_____ **Dollars.**

BASE BID – OPTION TWO, NEW SYSTEM (WIRING Alternate B):

BASE BID, as defined by the Contract Documents (\$ _____)

_____ **Dollars.**

Continue to next page.....



BID FORM

Provide the unit cost of the following:

Wiring per linear foot, to include material and labor: \$ _____/LF

Installation of Additional Devices, to include material and labor:

- a. Horn / Strobe \$ _____/each
- b. Strobe \$ _____/each
- c. Horn \$ _____/each
- d. Bell \$ _____/each
- e. Pull \$ _____/each
- f. Smoke detectors \$ _____/each
- g. Flow switch \$ _____/each
- h. Tamper \$ _____/each
- i. Beam detectors \$ _____/each
- j. Power supplies \$ _____/each
- k. Door holders \$ _____/each

We have enclosed the required Bid Security and Non-Collusion Affidavit.

DATE

CITY / STATE / ZIP

BIDDER

PHONE NUMBER / FAX NUMBER

SIGNATURE

EMAIL ADDRESS

PRINTED NAME AND TITLE

SURETY

ADDRESS

LICENSE



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State of

_____, with its principal office in the City of _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the Chandler Unified School District, (hereinafter called the Obligee) in the amount of

_____ (Dollars) (\$_____),

for payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

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

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

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

Principal Seal

By _____

Surety Seal

By _____

Agency of Record



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws

of the State of _____, with its principal office in the City of _____,

(hereinafter called the Surety), as Surety, are held and firmly bound unto the Chandler 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 this _____ day of _____, 20_____, for the material, service

or construction described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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

By _____

Surety Seal

By _____

Agency of Record

CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

1525 W. FRYE ROAD
CHANDLER, AZ 85224
(480) 812-7000



OFFER

TO THE CHANDLER UNIFIED SCHOOL DISTRICT:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the Offer. Signature also certifies understanding and compliance with Chandler Unified School District's Standard Terms and Conditions.

Arizona Transaction (Sales Privilege)

For clarification of this offer, contact:

Tax License No.: _____

Name

TIN: _____

Phone / Fax

Company Name

Authorized Signature

Address

Printed Name / Title

City / State / Zip

Email Address

CERTIFICATION

1. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
2. In accordance with A.R.S. § 35-392, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
3. In accordance with A.R.S. § 35-391, the offeror does not have scrutinized business operations in Sudan.
4. In accordance with A.R.S. § 35-393, the offeror does not have scrutinized business operations in Iran.
5. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR DISTRICT USE ONLY)

Your Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the District.

This Contract shall henceforth be referred to as Contract No. _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document from Chandler Unified School District No. 80.

Awarded this _____ day of _____, 20_____.

Frank Fletcher, Associate Superintendent for Support Services



NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____, affiant.
(Company Name)

the _____
(Authorized Signature's Title)

(Authorized Signature's Name)

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

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

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public In and For the

County of _____

State of _____

(My commission expires _____)



REFERENCES

Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names and phone numbers. References should be verifiable and should be able to comment on the Offeror's related experience.

Submit school district references if possible.

REFERENCE 1

Name of Company: _____

Contact Person: _____

Phone Number: _____ Date Work Performed: _____

Brief description of Work performed: _____

REFERENCE 2

Name of Company: _____

Contact Person: _____

Phone Number: _____ Date Work Performed: _____

Brief description of Work performed: _____

REFERENCE 3

Name of Company: _____

Contact Person: _____

Phone Number: _____ Date Work Performed: _____

Brief description of Work performed: _____

Attach additional pages if needed

CHANDLER UNIFIED SCHOOL DISTRICT #80



COMPLIANCE STATEMENT

Vendors/Contractors requesting to do business with Chandler Unified School District and accepting a purchase order for supplies or services **MUST sign** below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

1. Federal Immigration and Nationality Act

By submitting and offer or renewing a contract with Chandler Unified School District, the signer warrants that it and all proposed subcontractors are in compliance with: 1) 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. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

2. Business Operations in Sudan/Iran

In accordance with A.R.S. § 35-391 & 35-393, the signer shall not have scrutinized business operations in Sudan and/or Iran.

3. Terrorism Country Divestments

In accordance with A.R.S. § 35-392, Chandler Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

4. Fingerprint Clearance Card Requirement

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et.seq. The superintendent may exempt from this requirement a contractor; subcontractor or vendor whom the superintendent has determined is not likely to have independent access or unsupervised contact with students as a part of the contractor's normal job duties while performing service to a school or the district. The signer warrants compliance with this law. Fingerprints can be provided through your local law enforcement agency.

_____ If the signer is requesting exempt status, initial here and submit attached Exemption Justification Form with the Compliance Statement. **(If you are an out-of-state vendor or only deliver to the warehouse, do not initial this statement.)**

Vendor/Contractor acknowledges that the School district retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

Company Name

Authorized Company Signature

Date

Printed or Typed Name Above

Phone Number

Title



FINGERPRINT EXEMPT JUSTIFICATION

Exemption justification should only be filled out if you will have direct contact with students on a regular basis and feel that you should be exempt from having to provide a fingerprint card to provide the goods or services.

Company/Individual Name

The company/individual listed above is requesting exempt status to the fingerprint clearance card requirement for the following reason(s):

OFFICIAL USE ONLY

_____ District approves exempt status

_____ District does not approve exempt status

Comments: _____

Authorized District Signature

Date



SUBSTITUTION REQUEST FORM

NOTE: Requests for substitutions shall be in the hands of the Purchasing Department no later than the date specified in the Special Terms and Conditions section of this IFB.

TO: _____

BID NO: _____ PROJECT NAME: _____

We submit for your consideration the following product instead of the specified item for the above project:

Section	Page/Sheet No.	Paragraph/Line	Specified Item
_____	_____	_____	_____

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, available colors/finishes, and other information necessary for evaluation. Identify specific model numbers, finishes, options, etc.

1. Will changes be required to building design or any components or assemblies in order to properly install proposed substitution?
YES ___ NO ___ If YES, explain:

2. The Contractor understands that he will pay for changes to the building design, including engineering and drawing costs, caused by requested substitution.

3. List description of the difference proposed for each substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. Does substitution affect Drawing dimension? YES _____ NO _____

If YES, explain: _____

5. What effect does substitution have on other trades? List affected trades. _____

SUBSTITUTION REQUEST FORM – Page 2

6. Does the manufacturer's warranty of proposed substitution differ from that specified? YES _____ NO _____

If YES, explain: _____

7. Will substitution affect progress schedule? YES _____ NO _____

If YES, explain: _____

8. Will substitution require more license fees or royalties than specified product? YES _____ NO _____

If YES, explain: _____

9. Will maintenance and service parts be locally available for substitution? YES _____ NO _____

If NO, explain: _____

10. Will substitution require additional testing, inspection, certification, or approvals? YES _____ NO _____

If YES, explain: _____

Submitted by:

Signature

Firm

Address

Date:

Phone:

Fax:

Email:

FOR CUSD USE ONLY:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

By: _____

Date: _____

Remarks: _____
