Check here and return for - NO BID: ☐

Your Company Name:

Designated Agency: **N.A.T.I.V.E DISTRICT (NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION}**

Project: PREPARE GROUND, INSTALL CONCRETE PADS WITH PLUMBING AND ELECTRICAL, ERECT PREFABRICATED HOGAN KITS.

Contract Type: ONE TIME PURCHASE

Contract Period: START DATE IS UPON AWARD AND APPROVAL OF AWARD FROM NOVEMBER 19, 2012 UP TO COMPLETION DATE ON FEBRUARY 28, 2013.

Closing Date: FRIDAY, NOVEMBER 9, 2012, 3:00 P.M.MST

Submittal Location:
N.A.T.I.V.E. DISTRICT
ATTN: GERALDINE BEGAY
N HWY 163 - .6 MI EAST OF KAYENTA CHAPTER HOUSE.
P.O. BOX 710
KAYENTA, AZ. 86033

Bid Opening Location:
N.A.T.I.V.E. DISTRICT
N HWY 163 - .6 MI EAST OF KAYENTA CHAPTER HOUSE.
P.O. BOX 710
KAYENTA, AZ. 86033

Contact Name: GERALDINE BEGAY

Telephone: (928) 697-2500
Fax: (928) 697-2502

E-mail: GERIB@NATIVE.K12.AZ.US

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, Offers for the services specified will be received by the **N.A.T.I.V.E. DISTRICT**, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and the Offers properly submitted shall be publicly read. All other information contained in the Offer shall remain confidential until award is made**. Faxed or emailed bids are not acceptable.** If you need directions to our office, please call **(928) 697-2500.**

Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated on page 1. Late Offers shall not be considered. The official time will be determined by the clock designated by the school district, observing Daylight Savings Time, when in effect, as consistent on the Navajo Nation.

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

This Invitation for Bid is being done by the **N.A.T.I.V.E. District** (Northeast Arizona Technological Institute of Vocational Education)

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

Karen Lesher, Superintendent	OCTOBER 14, 2012 Date
(928) 697-2500 PHONE (928) 697-2502 FAX	

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DOCUMENTS REFERENCED:

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

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

Arizona Administrative Code (A.A.C.)available at**http://www.azsos.gov/public_services/title_02/2-07.htm**

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at **http://www.azpurchasing.org/docs/w-9.pdf**

Drug Free Workplace ……..**http://www.azpurchasing.org/docs/YEMMC-ADFWPC-11012007.pdf**

Deviations and Exceptions **http://www.azpurchasing.org/docs/YEMMC-DDAE-11012007.pdf**

No Bid Form…….**http://www.azpurchasing.org/docs/YEMMC-ENBF-11012007.pdf**

UNIFORM INSTRUCTION TO OFFERORS

Definition of Terms

As used in these instructions, the terms listed below are defined as follows:
"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Contract and Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a contract with the School District/Public Entity.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"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.

"Offer" means bid, proposal or quotation.

"Offeror" means a potential Contractor/Vendor who responds to a Solicitation.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the solicitation or his/her designee.

"Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

"Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Invitation for Bid, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.

"Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

"Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

"School District/Public Entity" means the School District/Public Entity that executes the contract.

"N.A.T.I.V.E." means the Northeast Arizona Technological Institute of Vocational Education

1.1. 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.

1.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee, agent, officer or official unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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

1.4. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

1.5. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

1.6. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a written Solicitation Amendment or Addendum. All such written Solicitation Amendments or Addenda shall be timely mailed to all Offerors of record.

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

1.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. OFFER PREPARATION

2.1. Forms: No Facsimile, email, 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 will be legible and contain the same information requested on the form. A facsimile, email, telegraphic or mailgram offer shall be rejected.

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

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

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

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

2.4.2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

2.4.3. At the Procurement Officer's sole discretion, any exception may render an offer non-responsive. A non-responsive Offer may not be considered for an award.

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

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

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

2.8. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

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

2.10. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.

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

2.12. 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:

2.12.2. Addenda/Amendments
2.12.3. Special Terms and Conditions;
2.12.4 Uniform General Terms and Conditions;
2.12.4. Statement of Scope of Work;
2.12.5. Specifications;
2.12.6. Attachments;
2.12.7. Exhibits;
2.12.8. Special Instructions to Offerors; and
2.12.9. Uniform Instructions to Offerors

2.13. 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).

3. SUBMISSION OF OFFER

3.1. 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.

3.2. 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.

3.3. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers or parts of Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons why that information should not be disclosed. (Please cite applicable law to support your position requesting non-disclosure.) The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

3.4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:

3.4.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

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

4. EVALUATION

4.1. 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.

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

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

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

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

4.6. Payment. Payments shall comply with the requirements of A.R.S. Titles 32, 35, 41, and all other applicable laws and regulations, net 30 days. Upon performance and/or receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days. Payments shall be processed and made and subcontractors and materialmen paid pursuant to Arizona's Prompt Payment Act. Retention shall be applied as required by Arizona law.

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

4.7.1 Waive any minor informality;
4.7.2 Reject any and all offers or portions thereof; or
4.7.3.1 Cancel a solicitation.

5. AWARD

5.1. Number or Types of Awards. The award shall be made pursuant to the regulations set forth in A.A.C. R7-2-1021 through R7-2-1033.

5.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is approved by the Governing Board, where applicable, and accepted in writing by the Procurement Officer's 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 Offer.

5.3. 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 form, unless another date is specifically stated in the Contract.

5.4. Final acceptance by the School District is contingent upon the approval of the Governing Board.

6. PROTESTS

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Robert Bernhard**,** Chief Financial Officer. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer as soon as possible and no later than ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

6.1. The name, addresses, and telephone number of the protester;

6.2. The signature of the protester or its representative;

6.3. Identification of the purchasing agency and the Solicitation or Contract number;

6.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

6.5. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION

1.1. Arizona Law. The law of Arizona applies to this Contract including, but not limited to, where applicable, the Uniform Commercial Code as adopted by the State of Arizona; 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, and other statutes and regulations noted in A.R.S. or A.A.C. relative to public construction and/or contracts.

1.2. 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.

1.3. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform General Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;

6. Exhibits;
7. Documents Referenced in the Solicitation;

1.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

1.5. 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. The remaining provisions shall continue to be valid and enforceable.

1.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

1.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

1.8. Assignment, It is agreed by the parties hereto that this agreement is the obligation of the Contractor. This agreement may not be assigned or transferred to any other persons, firm or corporation without the prior written consent of Owner.

1.9. Applicable Law/Jurisdiction/Venue. This Contract and the performance under this Contract shall be governed by the laws of the State of Arizona. Jurisdiction shall be in the courts of the State of Arizona and venue shall be in the Navajo County, Superior Court of the State of Arizona.

2. CONTRACT ADMINISTRATION AND OPERATION

2.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

2.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2.3. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

2.4. Inspection and Testing. The Contractor agrees to permit access to its facilities and the Work, Subcontractor's facilities and the Work, and the Contractor's and Subcontractor's processes for producing the performance, materials, and/or service, at reasonable time for inspection of the performance, materials and/or services required under this Contract. The School District/public entity shall also have the right to test at its own cost the performance, materials and/or services to be supplied under this Contract. Neither inspection nor testing shall constitute final acceptance of the performance, materials and/or services. If the School District/public entity determines non-compliance of the performance, materials, and/or services the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.

2.5. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entiy required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

2.6. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

2.7. Property of the School District/Public Entity. Any materials, including reports but not limited to, drawings, construction drawings, reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

3. COSTS AND PAYMENTS

3.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon performance and/or receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice detailing the basis for payment from the School District/public entity, within thirty (30) days. The Purchase Order number must be referenced on the invoice. All parties shall comply as required by the Arizona Prompt Payment Act.

3.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination(s).
Applicable Taxes.

3.3. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase order.

3.4. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3.5. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity 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.

3.6. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

3.7. 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/public entity 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.

3.8. Retention. Retention shall be retained as required by Arizona law including, but not limited to, A.A.C. R7-2-1114.

4. CONTRACT CHANGES

4.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract and the Governing Board that approved the Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer and approval by the Governing Board or as the procurement officer may be lawfully authorized and delegated by the Governing Board to approve such Amendments. 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 or the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

4.2. 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.

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

5. RISK AND LIABILITY

5.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt. Contractor shall bear all other loss relative to the Work until final completion is achieved and accepted by the School District/public entity.

5.2. General Indemnification. To the extent permitted by Arizona law, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

5.3. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621, § 35-154, and other applicable law, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

5.4. Force Majeure.

5.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes;

civil disorders; fire; flood; lockouts; 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.

5.4.2. Force Majeure shall not include the following occurrences:

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

5.4.2.2. 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

5.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

5.4.2.4. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

5.4.2.5. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5.5. School Caused Delay. Pursuant to A.R.S. § 15-213(D), Contractor may make a claim to the District representative authorized by the Governing Board, pursuant to A.A.C. R7-2-1155 to settle unresolved contract claims and controversies for the recovery of damages related to expenses incurred by the Contractor for a delay for which the School District is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the Contract. The District representative shall undertake negotiations to reach an equitable resolution of the claim in accordance with the policies underlying the statutory provisions set forth at A.R.S. § 15-213(D). A precondition for the consideration of any such claim is that the claim be submitted in writing to the designated representative within three (3) days of the occurrence of the delay. Should the negotiations not resolve the claim, it shall be subject to the dispute resolution process set forth at section 7.10 herein.

5.6. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. WARRANTIES

6.1. Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.

6.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two (2) years after acceptance by the School District/public entity of the performance, materials or services, they shall be:

6.2.1. Of a quality to pass without objection in the trade under the Contract description;

6.2.2. Fit for the intended purposes for which the materials or services are used;

6.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

6.2.4. Adequately contained, packaged and marked as the Contract may require; and

6.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

6.3. Fitness. The Contractor warrants that any performance, material or service supplied to the School District/public entity 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.

6.4. Inspection/Testing. The warranties set forth in this section, section 7, are not affected by inspection testing of or payment for the performance, materials or services by the School District/public entity.

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

6.6. Compliance with Applicable Laws. The performance, 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.

6.7. Survival of Rights and Obligations after Contract Expiration or Termination.

6.8. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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

6.10. This section, section 7, in no way precludes, bars or limits other remedies which may be available to the District at law.

7. SCHOOL DISTRICT/PUBLIC ENTITY'S CONTRACTUAL REMEDIES

7.1. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

7.2. Stop Work Order.

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

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

7.3. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.

7.4. Nonconforming Tender. Performance, materials and services supplied under this Contract shall fully comply with and conform to the Contract requirements and specifications. The performance, provision of services and/or delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. Upon deficient performance and/or delivery of nonconforming materials or services, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

8. CONTRACT TERMINATION

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

8.2. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, 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.

8.3. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract of the School District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any

public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

8.4. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared and work performed by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. 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. No other costs may be paid or other payments made except for the specific direct costs noted above. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

8.5. Termination for Default.

8.5.1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

8.5.2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor and work performed under the Contract shall become the property of and be delivered to the School District/public entity.

8.5.3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any costs in excess of the costs for those services and materials established under the Contract, incurred by the School District/public entity in re-procuring the materials or services, and/or in the completion of the Project.

8.5.4. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. CONTRACT CLAIMS

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

10. GIFT POLICY

The School District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. OFFSHORE PERFORMANCE

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

13. CONTRACTOR's EMPLOYMENT ELIGIBILITY

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

The District may request verification of compliance from any Contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. FINGERPRINT AND BACKGROUND CHECKS

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with ARS §15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board Policy. The district shall conduct a fingerprint check in accordance with ARS §41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

15. TERRORISM COUNTY DIVESTMENTS

Per A.R.S. 35-391, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

16. SUDAN/IRAN INVESTMENTS

Per A.R.S. 35-397, the District is prohibited from purchasing from a company with scrutinized business operations in Iran or Sudan.

17. REGISTERED SEX OFFENDER NOTIFICATION RESTRICTION

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

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

18. PURPOSE/SCOPE

The purpose of this Invitation for Bid is for a COMPLETE CONSTRUCTION AND HOGAN KIT INSTALLATION at the **N.A.T.I.V.E.District Central Campus** in Kayenta, Arizona

19. INSURANCE

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

Successful offeror shall be required to provide proof of and maintain comprehensive auto with limits not less than 1,000,000 per occurrence. 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 **NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OFEDUCATION** as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

20. BONDS

Bid security is required as set forth in A.A.C. R7-2-1111 unless the District determines in writing that it is to be waived as set forth in A.A.C. R7-2-111 § D. A surety bond from a surety licensed company shall be in the amount equal to 10% of the bid must accompany bid as a guarantee that the Contractor will enter into a contract to perform the bid in accordance with the specifications or as liquidated damages in the event of failure or refusal of the Contractor to enter into the contract. The bond will be returned to the successful bidder upon the execution of a satisfactory performance. The bid will not be considered valid if the required Bid Bond does not accompany the bid.

Performance and payment bonds are required as set forth in A.A.C. R7-2-1112. Payment bonds and performance bonds shall be in an amount equal to 100% of the price specified in the contract.

NOTE: The cost of bonds must be included in the bid price.

21.SAFETY

Successful bidder shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State, and Municipal Safety Laws. The bidder agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the **N.A.T.I.V.E. District** from claims under Worker's Compensation Acts, and from any other claims or damage for personal injury, including death, which may arise from operations under this contract.

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.

The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection on all unfinished work until final acceptance by the District. If any of the work is damaged or destroyed from any cause, the Contractor shall replace the work at no expense to the District.

N.A.T.I.V.E. District is a tobacco, liquor and drug-free environment.

22. DELIVERY

No work can begin until receipt of an official purchase order from the District.

23. LICENSES/PERMITS

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

The contractor's shall be a qualified Arizona Registrar Contractor. All licenses, permits, and insurance must be current.

24. CLEAN UP

The successful bidder shall clean up and remove all project related debris and rubbish on a daily basis. Upon completion of the work the premises shall be left in a neat, unobstructed condition. All material collected shall be disposed of by the contractor and in accordance with all City, County, State and Federal requirements.

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

25. CLOSEOUT

Contractor shall provide training, training materials and copies of warranties relative to all equipment and work to insure that the District staff is knowledgeable regarding the foregoing and are able to properly maintain and operate the foregoing.

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

Contractor shall schedule with district annual warranty inspections. First inspection shall be January 2013 and second inspection January 2014.

26. TIME, SUBSTANTIAL COMPLETION, FINAL COMPLETION, LIQUIDATED DAMAGES

The project is to begin upon award and approval by N.A.T.I.V.E. Time is of the essence for the Work included in this procurement. The safe and efficient operation of the District requires the timely completion of this Project. The performance required under this agreement shall precede and be finally completed on or before **February 28, 2013** and pursuant to the schedule agreed to by the District and attached hereto. Damages arising from the failure to complete Contractor's performance obligations under this agreement according to the date set forth above and the attached schedule are difficult to determine. Therefore, both parties agree that under the present circumstances, a liquidated damage amount of $1,000.00 per day for each day that the Contract is not finally completed after the date set forth above, is a reasonable amount for liquidated damages and shall be imposed against the Contractor for each day the work under this agreement remains incomplete, after the completion date of **February 28, 2013**. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

The parties may agree to more specific Substantial and Final Completion dates and liquidated damages relative thereto in the Notice to Proceed or other written amendment agreed to by both parties. In such event, the Substantial and Final Completion dates and liquidated damage amounts noted therein shall control.

SPECIAL TERMS AND CONDITIONS

The following required provisions shall be and are included and shall not merge in any contract arising out of this procurement. By submitting a response to this procurement the responder agrees to be bound by these required provisions terms and conditions, notwithstanding any subsequent contract. All contracts arising from this procurement shall include this IFB as an enforceable part of the contract.

1. EVALUATION SCHEDULE

The offers will be initially evaluated for conforming to the requirements of the IFB. Offer sheets must be signed and the non-collusion statement returned. Bidders will then be reviewed for ability to perform the contract at the price offered. Specification sheets may be required if catalogs are not provided.

VENDOR CHECK LIST	**Yes/No**
Did you complete and sign the Offer and Acceptance Form sheet?	
Did you complete the pricing sheet?	
Did you include a detail scope of work sheet?	
Did you provide all of the required bonding information?	

Did you complete and sign the Bid Cost Form?	
Did you sign the Addenda Acknowledgement Form **(SUBMIT ONLY IF ADDENDUM WAS ISSUED)**	
Did you complete the Drug Free Work Place Form?	
Did you complete, sign and notarize the required Non-Collusion Affidavit form?	
Did you download, complete and sign the required W-9 form?	
Did you mark the outside of the envelope/box/container with your company information and bid number?	
Did you provide A STATEMENT OF QUALIFICATION & REFERENCES?	
Offeror must be returned in a sealed envelope/box/ container.	
Did you include one (1) original and four (4) copies of your offer?	

2. TERMS OF AWARD

It is the intent of the District to award this contract during November, 2012. The term of the contract and completion dates shall be set forth in a subsequent Notice to Proceed or such other document as the District deems appropriate. This is an all or nothing bid. A contract under this bid will be awarded to a single vendor.

3. AWARD BASIS

3.1. The successful offeror will be determined by Evaluation Criteria noted herein, including but not limited to, pricing or other incentives offered. The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirement and evaluation criteria set forth in the Invitation for Bids. IFB's are awarded to the lowest responsible and responsive Offeror. RFP's are awarded to the most advantageous proposal offering as determined by the District.

3.2. No discussions are allowed in the IFB process.

3.3. Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the Offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the Offeror's formal offer. Any such appendage or attachment shall not be deemed approved or acceptable and may render the proposal non-responsive. In the absence of any statements of deviation or exception, the offer shall be accepted as in strict compliance with all terms and conditions.

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

4. EVALUATION

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

Responsiveness means a person (or company) who submits a bid which conforms in all material respects to the Invitation for Bids.

Responsibility means a person (or company) who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

4.2. Past performance history of the Offeror. If we do not currently do business with you, please provide five references including their names, phone number, email addresses and contact person.

4.3. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

4.4. Information obtained by the District from Offeror's references or other clients.

5. BILLING

5.1. All billing notices must be sent to the District's accounts payable office as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by **N.A.T.I.V.E. District** will refer to the number assigned to this this bid.

6. TIME

6.1. Time is of the essence regarding all aspects of this procurement and in the performance of any contract awarded relative to this procurement. The District will require strict adherence to schedules, substantial completion dates, final completion dates and all other benchmarks and timelines relevant to the work.

7. PRICE CLAUSE

7.1 Prices shall be firm for the term of the contract. Prices as stated must be complete for the performance; materials and services offered and shall include all associated costs. DO NOT include sales tax on any item in the offer; it shall be documented in a separate line item.

8. Finger Printing Requirements

The District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information or submit to fingerprint procedures defined by the District. Failure to supply the requested information or if the District suspects or finds the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

9. AWARD

It is expected that the award of this contract will be made during November, 2012.

SCOPE OF WORK

PURPOSE/SCOPE

The purpose of this Invitation for Bid is for Complete Hogan Kit Construction, to include ground work, plumbing, electrical, and cement work.

10.1 **SCOPE OF WORK**

The Work to be done shall consist of furnishing all labor and materials, and equipment necessary for complete the construction of 7 Hogan Kits and 1 Center Mall Hogan Kit.

The CONTRACTOR shall procure all permits required by law and shall comply with all federal, state and local laws and ordinances relating to the performance of the work. All work is to be done in accordance with the Arizona and with the Navajo Nation laws and requirements.

All work shall be subject to the order of **N.A.T.I.V.E. School District** representative who shall be kept informed at all times as to the status of the Work. The N.A.T.I.V.E. representative must be onsite when CONTRACTOR performs any work unless the CONTRACTOR obtains approval to perform work in his absence

10.2 **REGISTRATION**

The work shall be completed by contractor registered in the State of Arizona and registered with the Navajo Nation, who shall comply with all applicable rules, regulations, and guidelines published by the State of Arizona, Navajo Nation, and Kayenta Township, with regard to performance of the work.

10.3 **UTILITIES FOR CONSTRUCTION**

Unless otherwise provided for in these specifications, the CONTRACTOR shall furnish their own source of electricity, fuel, and water required to perform the work, and shall bear the cost of these services.

10.4 **PROTECTION OF PROPERTY**

The CONTRACTOR shall properly protect all surface and subsurface structures and surrounding areas from damage, which may result from methods employed in performance of the work. The CONTACTOR shall be responsible for any damages to such structures resulting from his operations. Damaged property shall be repaired or replaced to a condition that is equal to that which existed prior to the damage. The N.A.T.I.V.E. District shall have the right to approve these restoration measures.

10.5 **NOTIFICATION OF UTILITIES**

The contractor shall comply by notifying NTUA when connections and utility access is needed.

10.7 **CLEAN-UP**

The CONTRACTOR shall provide all material and labor to maintain the site in an orderly fashion that is conductive to a safe work area. The CONTRACTOR shall keep the site free from accumulation of waste materials, rubbish, drill cuttings, and other debris, which results from prosecution of the work.

10.8 **SAFETY**

The CONTRACTOR shall comply with all applicable laws and regulations governing the furnishing and use of safeguards, safety devices, and protective equipment. The CONTRACTOR shall take any necessary precautions to protect the life and health of employees and the public in the performance of the work.

11.0 **SUBCONTRACTORS**

The CONTRACTOR shall provide the N.A.T.I.V.E. with a list of all subcontractors, which may be used. Such listing shall indicate which portions of the work are to be completed by the subcontractors

11.1 **TIME OF COMPLETION**

The CONTRACTOR shall begin work of the site within 5 days from the contract award date and all work completed By **February 28, 2013**

PART TWO-MATERIALS

13.0 **HOGAN KITS**

Except for exceptions noted below, Hogan Kits and all materials for construction of the Hospitality Hogans and the Center Mall Hogan will be provided by N.A.T.I.V.E. District. A complete list of included materials is available under BID INFORMATION at www.native.k12.az.us .

Exceptions: electrical, plumbing, concrete, ground work and development, lighting, landscaping, signage

13.1 **ARCHITECTURAL DESIGN**

Construction Plans and architectural plans were drawn by Loren Sadler, Architect. Plans are available on www.native.k12.az.us under BID INFORMATION to view and to download.

PART FOUR-COMPLETION WORK

15.4 **GUARANTEE**

The CONTRACTOR shall guarantee the work installed and materials provided by the contractor to be free from defects or faulty workmanship for a period of two years from the date of completion. The CONTRACTOR shall furnish and install any parts that malfunction or prove to be defective without further cost providing that the need for such replacement in not due to the negligence of the N.A.T.I.V.E. District.

15.5 **SITE RESTORATION**

The CONTRACTOR shall restore the site to its original condition.

15.6 **SITE CLEANUP**

Upon completion of the work, the CONTRACTOR shall remove from the premises all materials, debris, tools, and machinery. CONTRACTOR may not dispose of these materials on site without the permission of N.A.T.I.V.E. District.

15.7 **FINAL BILLING**

Upon completion of all work, the CONTRACTOR shall submit the following items to the N.A.T.I.V.E. District.

1. Itemized bill for the construction of the Hospitality Hogans and Center Mall Hogan with the items listed on the itemized Bid Sheet

The following contains descriptions of the services we are requesting pricing.

Vendor is to complete, in a legible manner, the following:
Cost for Purchase & Installation (each):
Do you meet specifications? (Y/N)
Description:

Other information: Vendor should attach a separate page with detail providing specified labor, parts, equipment applicable to removal and installation. Breakdown of total charges being invoiced to the District.

PRICING SHALL INCLUDE LABOR, EQUIPMENT, MATERIAL, SERVICES, PERMITS, TAXES, AND FEES for construction in Arizona, Navajo Nation, Kayenta Township.

	Unit Cost Description	Unit Price	Product Description	Meet Spec
1	Grading and drainage			
2	Roadway and parking			
3	Site utilities: water hook up to NATIVE supply Sewer hook up to NTUA Propane to generator—supplies hogans			
4	All concrete – footings, slabs, sidewalks and curbing			
5	Erection of owner supplied seven Hogans (see list provided)			
6	Materials and erection of center mall Hogan			
7	Millwork			
8	Drywall, painting and all related materials			
9	Electrical from and all related materials			
10	Plumbing and all related materials			
11	Propane piping from tank to generator and all related materials			
12	Generator and all related materials			

13	HVAC and all related materials			
14	Communications conduit			
15	All concrete – footings, slabs, sidewalks and curbing			
16	Other			

BID REQUIREMENTS

BID ACCEPTANCE

The Owner reserves the right to reject any or all bids and to waive any informality in bids or in bidding. The Owner may accept any bid deemed advantageous or of best value to the District.

QUALIFICATION OF BIDDERS

1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

2. The Contractor, by submitting a bid on this project, sets forth that it has the necessary technical training, ability and licenses, and that it will perform their work in a satisfactory and workmanlike manner which reflects the best standards of the trade. If any of the requirements of the Drawings and Specifications are impossible to perform, when made in accordance with the Drawings and Specifications, the Contractor shall report it to the Owner's Representative for correction promptly after discovery of the problem. The Contractor shall also notify the Owner if there are any issues within the "scope of work", drawings, and/or specifications during the bid process before an award is made.

PRICE CLAUSE

N.A.T.I.V.E.District, without invalidating the agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this contract, the contract sum being adjusted accordingly. Any changes in this agreement must be in writing and signed by the authorized representative of **N.A.T.I.V.E. District**.

REQUIREMENTS

Proof of insurance is required prior to proceeding with this job.

The Contractor acknowledges and represents that the Contractor has:

Visited the Project Site and has familiarized themselves with the existing improvements and the physical conditions of the Site.

Determined all procedures, techniques, and schedules necessary or appropriate to complete the Scope of Work.

FAILURE TO COMPLETE WORK ON TIME: The time set forth in the Contract for the completion of Work is an essential element of the Contract. Contractor's failure to complete the Work within such time will cause damage to the Owner and General Contractor.

A. The time specified for completion in the Agreement shall cover final cleanup of the premises and completion of punch list deficiencies.

B. For each consecutive calendar day after the expiration of the Contract Time that any work, including the correction of deficiencies found during the final inspection, is not completed and accepted, the amount per day as stipulated in the Contract will be deducted from the money due or to become due to the Contractor, not as a penalty but as liquidated damages and added expense for contract supervision and Owner's delay costs in obtaining the use of the Work.

GENERAL REQUIREMENTS

1. Related Documents

All work covered by these Specifications shall be accomplished in accordance with all applicable provisions of the contract documents and any addenda or directives which may be issued.

2. Permits

The Contractor is responsible for securing and paying for any Navajo Nation, Kayenta Township, County, State & Federal permits required for the construction and completion of this project

3. Scope

The Vendor shall provide all parts, labor, equipment, appliances and materials, and shall perform all operations in connection with the project herein described in accordance with these Specifications, applicable Codes and Standards.

Construction to include, but not limited to:

1. Grading and drainage
2. Roadway and parking
3. Site utilities:
   A. Water hook up to NATIVE supply,
   B. Sewer hook up to NTUA
   C. Propane to generator – supplies site and seven Hogans only
   D. Electrical from Solar System main distribution panel to site and Hogans
4. All concrete – footings, slabs, sidewalks and curbing
5. Erection of owner supplied seven Hogans (see list provided)
6. Materials and erection of center Hogan
7. Millwork
8. Drywall, painting and all related materials
9. Electrical from and all related materials
10. Plumbing and all related materials
11. Propane piping from tank to generator and all related materials
12. Generator and all related materials
13. HVAC and all related materials
14. Communications conduit

NATIVE to supply the following:

1. Hogan kits – complete (Southwest Tradition Log Homes, Inc., Ron Taylor (928) 679-2031)
2. Containers
3. Solar System
4. Refrigerators
5. Microwaves
6. Interior furnishings - beds, chairs, tables

N.A.T.I.V.E. District
Purchasing Recommendations for Insurance Requirements

TYPE OF COVERAGE	LIMITS OF LIABILITY
Employer's liability:	
1. Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 each employee
Bodily Injury by Disease	$500,000 Policy Limit
2. Comprehensive General:	$1,000,000 aggregate
Liability	$1,000,000 products/completed operations
Combined Bodily	$1,000,000 personal & advertising liability
Injury & Property Damage	$1,000,000 each occurrence
	$50,000 fire damage
	$5,000 medical expense

3. Comprehensive Automobile Liability $1,000,000 combined single limit

4. Owner's Protective Liability Insurance Policy:
The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming , the **N.A.T.I.V.E. District**, named as additional insured, with the following limits:

A. Bodily Injury	$1,000,000 each occurrence
	$1,000,000 aggregate

5. Workman's Compensation.
Submit proof of and maintain Worker's Compensation Insurance required by law.

6. Builder's Risk Insurance:
The Contractor shall obtain at its expense, on an "all risk of physical loss basis", Builder's Risk Insurance in the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name its Subcontractors and **N.A.T.I.V.E. District,** and the A/E, when applicable , as additional insureds, as their respective interests may appear.

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises"

One (1) original and four (4) copies of your offer should be submitted. **N.A.T.I.V.E. District** will not assume responsibility for any costs related to the preparation or submission of the offer. In order for your offer to be considered, the following should be included and should be returned.

Tab 1. A listing of any items such as references, credit application, or other information that would be useful to the District. Bidders must list current bonding capacity, description of personnel available to complete the work, any and all licenses or certifications necessary to complete the work, and a certification that bidder can complete the project and work within the timeline set forth herein.

The bid price shall be a fixed and final price to complete the Work including, but not limited to, providing all materials as required for the completion of the Project and the Work in compliance with the specifications and contract.

Tab 2. Bid Cost Forms and Offer Pricing Sheet.
Be sure that the bottom corner indicates that the sheet is from you in case it becomes separated.

Tab 3. Acknowledgement of Addendum Form

Tab 4. The **Signed** Offer and Acceptance Form

Tab 5.

- Attachment A: Drug Free Workplace Certification
- Attachment B: I.R.S. W-9 Form
- Attachment C: Non-Collusion Affidavit
- Attachment D: Deviations and Exceptions Form (when applicable)
- Attachment E: No Bid Form (when applicable)

BID COST FORM

BID COST FORM

The following contains the description of the products/services we are requesting pricing. Vendor is to complete, in a legible manner, each column.

	Unit Cost Description	Unit Price	Product Description	Meet Spec
1	Grading and drainage			
2	Roadway and parking			
3	Site utilities: water hook up to NATIVE supply Sewer hook up to NTUA Propane to generator—supplies hogans			
4	All concrete – footings, slabs, sidewalks and curbing			
5	Erection of owner supplied seven Hogans (see list provided)			
6	Materials and erection of center mall Hogan			
7	Millwork			
8	Drywall, painting and all related materials			
9	Electrical from and all related materials			

10	Plumbing and all related materials			
11	Propane piping from tank to generator and all related materials			
12	Generator and all related materials			
13	HVAC and all related materials			
14	Communications conduit			
15	All concrete – footings, slabs, sidewalks and curbing			
16	Other			

COST FORM

I / We, the undersigned, propose to provide the performance, materials and/or services necessary for the complete construction and completion of the project and work identified herein in the scope of work and specifications at a completed cost of:

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

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

Name of Company Proposing _____ Date Signed _____

Authorized Signature/Local Representative _____ Telephone/Fax Number _____

Type Name and Position Held with Company _____

Mailing Address _____ City _____ State _____ Zip _____

ADDENDUM

ADDENDUM ACKNOWLEDGEMENT

This section is used to acknowledge any and all addendums that might be issued. If no addendum is issued, you do not need to sign below. Your signature indicates that you took the information provided in the addendum into consideration when providing your response.

Please sign and date

ADDENDUM NO. 1

Contractor Supervision of Hogan Installation using High School Student Workers in Construction Program. High School students who are in the advanced Construction Program may construct one or more Hogan units during the week and/or week ends, to be determined.

Acknowledgement _____ _____
Name Date

ADDENDUM NO. 2
Acknowledgement_____ _____
Name Date

ADDENDUM NO. 3
Acknowledgement_____ _____
Name Date

OFFER AND ACCEPTANCE FORM

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. **PLEASE NOTE THAT BY SIGNING BELOW, YOU ARE MAKING AN OFFER IN RESPONSE TO THE DISTRICT'S INVITATION FOR BID. THIS OFFER WILL BECOME A BINDING CONTRACT, BINDING AND OBLIGATING YOU TO PERFORM THE CONTRACT SET FORTH HEREIN, COMPLETE THE CONSTRUCTION IDENTIFIED HEREIN, AND PROVIDE ALL MATERIALS AND SERVICES NECESSARY TO COMPLETE THE CONSTRUCTION AND PROJECT CONSISTENT WITH THE CONTRACT AND SPECIFICATIONS SET FORTH HEREIN FOR THE AMOUNT SET FORTH IN YOUR BID. IF AND UPON THE DISTRICT AWARDS THIS PROCUREMENT TO YOU AND EXECUTES THE ACCEPTANCE OF OFFER SET FORTH BELOW. THE TERMS AND CONDITIONS OF THE CONTRACT SET FORTH HEREIN, AND ALL OTHER DOCUMENTS NOTED IN THE CONTRACT IN SECTION 7, SHALL CONSTITUTE THE LEGAL CONTRACT WHICH WILL CONTROL THE PARTIES RELATIVE TO THIS MATTER. SHOULD THE SCHOOL DISTRICT FAIL TO AWARD OR EXECUTE THIS PROCUREMENT, YOUR OFFER SHALL BE DEEMED DECLINED.**

Arizona Contractors and/or other applicable Licenses, Certificate Nos. _____

Company is: (Please check all that apply)
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Sole Proprietorship
- ☐ Other (Please explain)

_____
Company Name

_____
Address

_____
City, State, Zip Code

Arizona Offerors Only _____

For clarification of this offer

_____
Printed Name

_____
Phone

_____
Title

_____
Authorized Signature

Sales Tax % to be applied: _____

CERTIFICATION

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
- The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror complies and maintains compliance with **FINA**, ARS §41-4401 and §23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the **E-Verify** Employee Eligibility Verification Program.
- The Offeror shall comply with fingerprinting requirements in accordance with ARS §15-512 unless otherwise exempted. In accordance with ARS §35-397, the contractor hereby certifies that the contractor does not have scrutinized business operations in **Iran or Sudan**.

DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):

The offer is hereby accepted.

The Contractor is now bound to perform the construction services noted herein, to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District. This contract shall henceforth be referred to as **Contract No. BID12-13C-001** The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed. **Awarded this _____ day of _____, 2012.**

_____

Authorized School District Signature

NON COLLUSION AFFADAVIT

State of Arizona)
) ss.
County of)

_____, affiant,
(Name)

the _____
(Title)

_____
(Contractor)

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

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

_____
(Name)

_____
(Title)

State of _____

County of _____

Subscribed and sworn to before me

this _____ day of _____ , 20 _____

_____
Notary Public in and for the

W-9 FORM

Download W-9 Form from www.azpurchasing.org/docs/w-9.pdf