



PURCHASING/WAREHOUSE DEPARTMENT

Brenda Widugiris

Purchasing/Warehouse Manager

1001 W. Roger Road, Tucson, AZ 85705

(520) 696-3713 • FAX (520) 696-3709

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

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August 26, 2019

Amphitheater Public Schools Request for Bid (RFB) 09-18-2019 Copper Creek Elementary School Chiller Replacement

You are invited to bid on **RFB 09-18-2019 Copper Creek Elementary School Chiller Replacement** for Amphitheater Public Schools (the District). Contractors responding to this solicitation must be licensed in the proper category to perform the specifications requested in this RFB. Sealed bids will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 **up to and before 2:00 P.M. local time on Wednesday, September 18, 2019**. Bids will be opened and the name of the Contractor and **net bid amount** will be publicly read aloud at that time.

*****No verbal, telephoned, e-mailed, or faxed bids will be accepted.*****

The District is not responsible for bids received late. Any bids received after the scheduled closing time will not be reviewed.

Amphitheater Public Schools prefers that the Respondent include with their hard copy bid response a copy of their bid on either CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after bid award.) **A completed W-9, the appropriate Contractor's license in good standing, and the Schedule of Values attached to this solicitation are also required with submission of a bid.**

NOTE: A pre-bid/site visit will be held on Thursday, August 29, 2019 at 11:00 a.m. at Copper Creek Elementary School located at 11620 N. Copper Spring Trail in Oro Valley, AZ 85737. All attendees to the pre-bid/site visit must check in at the administration office. Questions concerning this solicitation must be directed to Brenda Widugiris, Purchasing/Warehouse Manager in writing at bwidugiris@amphi.com and submitted no later than end of day Wednesday, September 4, 2019. An amendment with answers to all questions received by this date will be published on Friday, September 6, 2019 at the following website <http://www.amphi.com/Page/11059>. Contractor must acknowledge any amendments on page seven of this solicitation.

GENERAL INFORMATION

The District is seeking a qualified Contractor to replace and install two new chillers for Copper Creek Elementary School as per the scope of services in this solicitation document. Further information about the District is located at the District's website: <https://www.amphi.com/>.

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by Anna Maiden, Equal Opportunity & Compliance Director, (520) 696-5164, amaiden@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

SCOPE OF SERVICES

Contractor is to provide a bid for this project based on the documents listed below. The following documents are attached to and incorporated in to this solicitation document:

Scope of Services RFB 09-18-2019.pdf
Drawing RFB 09-18-2019.pdf
Design Data Sheet RFB 09-18-2019.pdf

Scope of Work:

Chiller Information: Two (2) Water Cooled Scroll Liquid Chillers -Quantech QWC R410a 60Hz

Provide Microprocessor controlled, multiple scroll compressor, water-cooled, liquid chillers of the scheduled capacities as shown and indicated on the Drawings, including but not limited to:

1. Chiller package
2. Charge of refrigerant and oil
3. Electrical power and control connections
4. Chilled liquid connections

See the attached PDF's for additional information.

Work Schedule

Construction can begin Saturday December 21, 2019. By Monday January 6, 2020 one of the two chillers must be 100% complete and ready to be used if necessary. The second chiller needs to be 100% complete and ready to be used by Friday January 17, 2020.

Manufacture Start Up can start Monday May 11, 2020 and needs to be complete by Friday May 15, 2020.

Payments

Progress Payments totaling 90% of the purchase order can be submitted for approval until the second chiller is 100% installed. The remaining 10% will be paid after successful completion of the Manufacture Startup and the submission of all close out documents.

Controls Work

There is not controls work associated with this project. Any controls work will be completed before or after the installation of the chillers by a separate contractor.

(NOTE: A detailed schedule of values must be included as an attachment to the Contractor bid pricing sheet and submitted with Contractor's bid.)

Bid responses shall include all labor, any additional materials, testing, etc. to provide a complete finished product, including the appropriate demolition or disposal of any fixtures and other equipment no longer in service and as directed by the District.

Contractor will work with the District representative to set a construction schedule within two weeks after receipt of a District purchase order for this project.

BID INFORMATION

Each Bid must be submitted using this document and certification by an appropriate official of the Offeror's firm must be complete and fully executed when submitted. If the Bid is not properly signed, it will be considered non-responsive. **(NOTE: If the tax is included in the Net Bid Amount, the bid may be considered non-responsive.)**

Amphitheater Public Schools reserves the right to cancel the solicitation or increase, decrease or eliminate any item of this solicitation prior to the award or the issuing of a purchase order to the Contractor. The District also reserves the right to reject any, any part of, or all bids for any reason whatsoever, or to waive any irregularities or informalities in the bids. Evaluation of bids will be determined by price comparison of bids received by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona.

Amphitheater Public Schools reserves the right to accept partial bids if in the best interests of the District.

OFFEROR CERTIFICATION

By submission of this bid, the Offeror certifies that:

The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Offeror.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their bid before and up to the time for the bid opening. However, no Offeror may withdraw their bid for a period of 60 days after the date set for the opening of the bids. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their bid under the awarded contract.

PUBLIC INFORMATION

After contract award, the bids shall be open for public inspection except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting bids.

ADDITIONAL PRODUCTS/SERVICES

The District reserves the right to add related products or services to the contract at any time during the contract period. The District will contact the successful Contractor for prices prior to adding any products or services and may at the District's sole option, accept the bid prices or purchase elsewhere those products or services concerned.

AWARD OF CONTRACT

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (NOTE: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

LIQUIDATED DAMAGES

The start date will be confirmed by the District and communicated to the Contractor upon issuing the Notice to Proceed. Liquidated damages will be assessed in the amount of **\$250.00** for each day the work is not complete after the agreed upon completion date.

INSURANCE AND BONDING

A 10% bid bond is required with the Contractor's bid response. **Upon bid award, the successful Contractor shall:**

1. Provide evidence of worker's compensation.
2. Provide vehicle and general liability insurance certificates in the amount of \$2,000,000.00 with the District shown as an additional insured.
3. Provide payment and performance bonding in the amount of the bid award.
4. Provide Builder's Risk Insurance insuring the interest of Owner, Contractor(s) and SubContractors of all tiers including, but not limited to, coverage against fire, lightning, wind damage, hail, explosion, riot or civil commotions, aircraft and other vehicles and collapse. The policy(ies) for such coverage shall be secured and maintained by Contractor in an amount equal to the Full Completed Value of the project. Any deductible amounts under the policies shall be the sole responsibility of the Contractor. The General Contractor's bid shall include the builder's risk premium on an amount equal to 100 percent of the base bid plus all add alternates. Builder's risk insurance shall remain in effect until the building or project is accepted by the District, and the District has been notified in writing, and approves that the insurance is no longer required.

SUBCONTRACTORS

A list of the SubContractors planned to be utilized on the project including company name, scope of work planned for the project and the appropriate license number for that scope of work shall be provided with the general contractors bid response. The District reserves the right to refuse a SubContractor if determined to be in the District's best interest. All SubContractors are to be carried under general contractor's liability insurance coverage. General contractor to assume responsibility for all SubContractors utilized, including their compliance with all safety requirements, governing law, and other appropriate policies/procedures.

PERSONAL CONDUCT AND EXPECTATIONS

The Contractor shall remember and remind its SubContractors that school may be in session and the School Administration staff will be conducting regular business during the installation period and proper behavior by all personnel is required. This shall include but not be limited to the following:

1. The District campuses maintain a "No Tobacco" policy. This includes all tobacco product types including e-cigarettes.
2. Inappropriate language is not tolerated at any time.
3. Staring at students or staff is considered inappropriate and shall be avoided. The District adheres to the "Two Second Rule" which means, no Contractors will look at (stare at) a student or staff member for more than two seconds.
4. Use of any facilities including toilets, break areas, phones, computers, copiers/printers, offices, etc. are not allowed at any time.
5. Contractor is responsible for protection of all furniture and equipment in occupied campus areas.
6. Any furniture that is moved or altered to perform work is to be replaced at the end of the daily work shift to its original position and condition.

Amphitheater Public Schools maintains a "zero tolerance policy" on these points of emphasis and any breach of this policy shall be grounds for removing the party from the project at the sole discretion of the District Staff.

PROGRESS PAYMENTS

Progress payments may be made by Amphitheater Public Schools to the Contractor on the basis of duly certified and approved estimate of work performed during the previous month if the Contractor agrees to adhere to the provisions of A.R.S 41-2577(B),(D), and (F).

LIENS

Bid is for labor, professional services, materials, machinery, fixtures and/or tools for publicly-owned District property. No lien rights are provided through this Contract so Contractor need not give the 20-day Preliminary Lien Notice identified in A.R.S. § 33-992.01 to the District. Instead, Contractor acknowledges and affirms that this bid is subject to the requirements of A.R.S. Title 34, Chapter 2 for employment of contractors for public buildings and improvements.

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Contractor's Final Bid/Proposal Submission, Contractor Agreement/Executed Contract.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all SubContractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the awarded 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. The cost principles and procedures provided in Arizona Administrative Code R7-2-1125 shall apply.

WARRANTY INFORMATION

The awarded Contractor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Contractor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Contractor.

REGISTERED SEX OFFENDER RESTRICTION

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

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Contractor's/SubContractor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act. The Offeror certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

SUSPENSIONS/DEBARMENT CERTIFICATION

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

PROTESTS

Any formal protest of a proposal must be filed in writing and submitted via US Mail or any courier service in a sealed envelope to Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705. Protests will be filed before the proposal opening if protest is based on the solicitation. If protest is made after the proposal opening, it shall be made within 10 days of notification of award. NOTE: Protests must be filed according to *R7-2-1142* and *R7-2-1143* of the *Arizona Administrative Code*.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____
Please Print

SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE:

(Signature and Date)

Contractor/Offeror Fingerprint Language

If likelihood of unsupervised contact is unknown:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for SubContractors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the CONTRACTOR or its employee(s), or SubContractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or SubContractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and SubContractors and SubContractor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

If unsupervised contact is already determined as likely to occur:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for SubContractors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or SubContractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and SubContractors employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

CONTRACTOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each SubContractor who performs any work for CONTRACTOR under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of CONTRACTOR and any SubContractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR shall ensure DISTRICT access to the books and records of CONTRACTOR and each SubContractor under this contract.

CONTRACTOR shall advise each of its SubContractors of the DISTRICT'S rights, and the SubContractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Amphitheater Unified School District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any breach of CONTRACTOR'S or any SubContractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, 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, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____

**CONTRACTOR BID PRICING SHEET FOR RFB 09-18-2019
COPPER CREEK ELEMENTARY SCHOOL CHILLER REPLACEMENT**

CONTRACTOR NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

Base Bid (\$_____)

Performance Bond Cost (\$_____)

Payment Bond Cost (\$_____)

Net Bid Amount*** (\$_____)

Tax (\$_____)

Total Bid Amount (\$_____)

*****Bid Award Based on Net Bid Amount (NOTE: If the tax is included in the Net Bid Amount, the bid may be considered non-responsive.)**

BID BOND
PURSUANT TO RULE R7-2-1111 OF THE ARIZONA SCHOOL DISTRICT
PROCUREMENT RULES

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called the "Principal"), as

Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the

City of _____, (hereinafter called the "Surety"), as Surety are held and firmly bound unto Amphitheater Unified School District No. 10 (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 present.

WHEREAS, the Principal has submitted a bid for NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1114, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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

Witness our hands this _____ day of _____

Principal _____ Seal _____

By _____ Title _____

Surety _____ Seal _____

By _____ Title _____

Agency of Record _____

Agency Address _____

PAYMENT BOND PURSUANT TO R7-2-1112
OF THE ARIZONA ADMINISTRATIVE CODE
(SCHOOL DISTRICT PROCUREMENT RULES)
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That, _____(hereinafter called the "Principal, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Amphitheater Unified School District # 10, Pima County, Arizona (hereinafter called the "Obligee"), for the amount of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the _____ day of _____, 20____, ("Contract") to construct and complete certain work described as _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1112, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Rule, to the extent as if it were copied at length in this agreement.

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

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

PRINCIPAL Seal

By _____
AGENCY OF RECORD

Title _____

Agency Address SURETY Seal

By _____
Title _____

PERFORMANCE BOND PURSUANT TO R7-2-1112
OF THE ARIZONA ADMINISTRATIVE CODE
(SCHOOL DISTRICT PROCUREMENT RULES)
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto AMPHITHEATER UNIFIED SCHOOL DISTRICT #10, Pima County, Arizona (hereinafter called the "Obligee"), for the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, entitled Contract and General Conditions Between Owner and Contractor, dated the _____ day of _____, 20____, (Contract") to construct and complete certain work described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

Provided, however, that this bond is executed pursuant to the provisions of Arizona Administrative Code Rule R7-2-1114, and all liabilities on this bond shall be determined in accordance with the provisions of said Rule, to the extent as if it were copied at length in this agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

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

PRINCIPAL Seal

AGENCY OF RECORD

By _____

Title _____

Agency Address

SURETY Seal

By _____ Title _____

NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____ being first duly sworn, disposes and says:

That They are _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

the _____

(owner)

or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
(Bidder, if bidder is an individual)
(Partner, if bidder is a corporation)
(Officer, if the bidder is a corporation)

Enclosed is bid security consisting of _____ in the amount of
_____ (\$_____)

(NOTE: Not less than 10% of the proposed contract amount.)

Bid Bond Complete or _____

Bid Security Enclosed _____

SubContractor's List Enclosed _____

END OF RFB 09-18-2019