

PROVO CITY SCHOOL DISTRICT

GENERAL BID REQUIREMENTS

A. Standard Contract Terms and Conditions

The successful contractor shall be required to execute required AIA Contract Documents with all Terms and Conditions contained therein.

Contract Period

This agreement shall commence on the date the contract is fully executed by the parties and shall continue for one (1) year beyond substantial completion for correction of warranty items. Construction time period is noted in the construction documents.

B. Bid Requirements

1. By signing their Bid, the Contractor certifies the following:
 - a.) **CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the state or participating political subdivision to secure favorable treatment with respect to being awarded this contract.
 - b.) **NON-COLLUSION:** By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
 - c.) **DEBARMENT:** The contractor certifies that neither the company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

If the contractor cannot certify this statement, attach a written explanation for review by the District.

d.) **Non-Discrimination Requirements**

The proposing firm must comply, at all times during the solicitation and contracting period, with all applicable Federal, State, County and City anti-discrimination laws, ordinances, rules, and regulations. Any violations of this provision shall be considered a violation of a material provision of the solicitation process and subsequent contract and shall be grounds for disqualification, cancellation, termination, or suspension.

e.) **Other Requirements**

1.) **Conform to Request for Proposal Guidelines**

2.) **Bids Submitted on a Timely Basis**

One copy of the Bid labeled RE: Westridge Elementary Restroom Project must be submitted to: Tina Fluehe, District Purchasing on or before 2:00 p.m. Mountain Time, February 25th, 2021. Any Bid received after the due date and time will be deemed non-responsive and will not be considered for evaluation. **Faxed or emailed copies will not be accepted.**

C. Project Bid Calendar

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| Date: January 22nd, 2021 | Documents Released to Contractors |
| Date: January 28th, 2021 | Pre-Bid Meeting at Westridge Elementary 2:00 PM, MST |
| Date: February 25th, 2021 | Proposals due. Sealed proposals - One (1) complete and bound copy is to be submitted at the District Offices no later than 2:00 p.m. Mountain Time. |
| Date: February 26th, 2021 | Receipt of Subcontractors list from 3 designated apparent lowest bidders. The District may request formal written clarification on any item, schedule oral discussions, and/or request best and final offers if deemed necessary. Due before 2:00 PM, MST. |
| Date: March 9th, 2021 | Recommendation given to the Board of Education for approval. |

D. Provo City School District Contacts

All inquiries relative to this Request for Proposal must be directed to:

Tina Fluehe District Purchasing Coordinator. TinaF@provo.edu

No other Provo City School District employee, School Board Member, or evaluation committee member shall be contacted concerning this RFP during the procurement and selection processes. Failure to comply with this requirement will result in disqualification.

E. Questions Regarding the Bid Documents or Proposed Substitutions

All questions regarding the Bid Documents or Proposed Substitutions must be directed to: Elizabeth Morgan, AIA, Principal Architect, emorgan@ffkr.com

F. Right of Rejection

The Board of Education reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board of Education further reserves the right to make the contract award deemed by the Purchasing Coordinator and the selection committee to be in the best interest of the District. The Board's decision to accept or reject the contract shall be final.

G. Firm Proposal

An official of the general construction company authorized to bind the company must sign proposals and proposal must be firm for a period of sixty (60) days from the due date.

II. PROPOSED SERVICES

A. Construction

Construction shall meet all requirements of the Contract Documents issued by FFKR Architects., with accompanying drawings, specifications and addenda.

B. One Year Warranty Inspection

The General Contractor will be required to visit the site one year after Substantial Completion with the assigned representative of the District and the Architect to review warranty issues. A Warranty Punch List will be issued and the General Contractor will be responsible to complete these warranty items. Additional inspections will take place as required to satisfactorily complete warranty punch list items in accordance with Section 12.2 of the General Conditions AIA A201.

C. Schedule

The successful contractors must review and familiarize themselves with the required project completion date as it pertains to the performance of their work. Liquidated damages will be assessed upon failure to complete the project on or before the stipulated date in the construction documents.

Contractor shall provide a critical path schedule at the time of the contract signing showing how completion dates will be met and updated as required by the Owner and Architect throughout the construction period

- III. INSURANCE** The selected contractor will provide Builders Risk Insurance for the project and include the costs in the Schedule of Values. The Contractor may purchase Builders Risk Insurance through Provo City School District and State Risk Management, but the coverage will be in the Contractor's name.