

Dear Sir/Madam:

The Oxford Area School District requests sealed bids for Janitorial Services of five (5) buildings of the Oxford Area School District.

All proposals must be submitted on the attached bid form and signed by an authorized member of the firm or corporation.

Bids should be submitted to the Oxford Area School District Business Office, 125 Bell Tower Lane, Oxford, PA 19363 no later than Tuesday, April 21, 2020 at 2:00 p.m., prevailing time. Bids will be opened in the Business Office at that time. Bids will be awarded at the meeting of the Oxford Area Board of School Directors on May 19, 2020.

Envelopes are to be sealed and clearly marked, "Bid for Janitorial Services of School of Oxford Area School District." No bid will be considered that is not based on the attached General Conditions and Specifications.

The Oxford Area School District reserves the right to reject any or all bids and to award the contract in the best interest of the school district.

Sincerely,

Brian Cooney
Business Administrator/
Board Secretary

OXFORD AREA SCHOOL DISTRICT
125 Bell Tower Lane
Oxford, Pennsylvania 19363
GENERAL CONDITIONS AND SPECIFICATIONS
JANITORIAL SERVICES
THE OXFORD AREA SCHOOL DISTRICT

I. GENERAL INFORMATION:

1. Intent:

The services required in this contract include janitorial services for the district buildings listed below. The Oxford Area School District reserves the right to reject any and all bids, either by item or in total, and will make award in the best interest of the Oxford Area School District. The lowest priced proposal is NOT the sole determining factor when awarding this contract.

Prospective bidders are required to attend a **mandatory** pre-bid meeting and walk-through on April 7, 2020 to familiarize themselves with each building listed below. Questions may be asked during the walk through or emailed to Roger Madron (rmadron@oxfordasd.org) or Wendy Zook (wzook@oxfordasd.org). All questions must be submitted no later than April 14, 2020 at 2:00 pm. Answers will be posted on OASD website on April 16, 2020 by 4:00 pm.

1. Oxford Area High School, 705 Waterway Road, Oxford, PA 19363
2. Penn's Grove Middle School, 301 S. 5th Street, Oxford, PA 19363
3. Hopewell Elementary, 602 Garfield Street, Oxford, PA 19363
4. Jordan Bank Elementary, 536 Hodgson Street, Oxford, PA 19363
5. Administration Building, 125 Bell Tower Lane, Oxford, PA 19363

Bids are due Tuesday, April 21, 2020 at 2:00 p.m.

2. Examination of the Work Site:

It shall be each bidder's responsibility to visit the site of the proposed work and fully acquaint themselves with the existing conditions so that they may fully understand the facilities, difficulties, and restrictions involved in the execution of the work under this contract. A **mandatory** pre-bid meeting and facility walkthrough will be held on Tuesday April 7, 2020 at 9:00 a.m. We will start the pre-bid meeting at the Oxford Area High School located at 705 Waterway Road, Oxford, PA 19363. Drawings and specifications will be available at this meeting.

3. Contract:

It shall be understood that no work shall be started or that no contractor is engaged to perform any work until a purchase order has been issued by the Oxford Area School District. It shall be understood that this purchase order will constitute a contract between contractor and school district for the completion of the work as covered under these general conditions and specifications.

4. Right of School District to Terminate Contract:

If the contractor should be adjudged bankrupt, or if they should make a general assignment for benefit of their creditors, or if a receiver should be appointed because of their insolvency or if they should persistently or repeatedly refuse or fail to make prompt payment to their employees or sub-contractors, or persistently disregard instructions of the school district representative or fail to observe or perform the provisions of the contract, or otherwise be guilty of a substantial violation of any provision of the contract, then the school district may terminate the contractor's right to proceed with the work. In such event, the owner may take over the work and proceed as he sees fit. All additional costs incurred by the board in obtaining the required cleaning services after termination will be at the sole expense of the terminated contractor.

5. Bid Bond

Each bid submitted must be accompanied by a certified check, cashier's check, or a treasurer's check drawn to the order of the Oxford Area School District, in the amount of ten (10) percent of the total bid submitted by each bidder and shall be enclosed with the bid. In lieu of such a check, a Bid Bond with surety acceptable to said Oxford Area School District in like amount may be tendered. All bonds shall be issued by companies such as will be acceptable to the owner, and which are authorized to transact business in Pennsylvania. Surety companies must have a Certificate of Authority as an acceptable surety on Federal bonds and as an acceptable reinsuring company in accordance with the latest Treasurer's Department Bulletin published by the Fiscal Service Company of Surety Bonds.

Checks will be returned promptly to all bidders after the successful bidder has furnished and properly signed all contract documents and submitted the required performance bond. The successful bidder must complete and deliver all contract documents within ten days of the date postmarked on the envelope in which the Oxford Area School District mails the award notification documents. If the bidder

to whom an award is made shall fail or refuse to execute the contract within the time specified and allowed for completion, the Oxford Area School District may deduct and retain out of the monies due the bidder, or from the deposit required by the above paragraph, such sum as shall be sufficient to pay the difference between the price on which the award was made and the price which the participating school districts may or shall be obliged to pay to procure the work, service and/or merchandise from other sources.

6. Performance Bond

The successful bidder(s) shall provide a Performance Bond to the Oxford Area School District in the amount of one hundred (100) percent of the contract amount within ten (10) days of the date postmarked on the envelope in which the Board mails the award notification documents.

6. Non-Collusion Affidavit

The successful bidder(s) shall provide a signed Non-Collusion Affidavit and return it to the Oxford Area School District with the completed Proposal Forms.

7. Execution of the Request for Proposal

Request for proposals shall be executed in the following manner.

- a. INDIVIDUAL: Where the contractor is an individual, he shall sign the form personally.
- b. PARTNERSHIP: Where the contractor is a partnership, the proposal shall be signed in the name of the partnership, followed by the signature of a partner.
- c. CORPORATION: Where the contractor is a corporation, the proposal shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the proposal is submitted by an agent other than the above, he shall submit evidence of his authority certified by the secretary of the corporation under corporate seal.
- d. Where the contractor is trading under the Fictitious Names Act, the proposal shall include the fictitious name and the names of the persons or corporations conducting said business.

9. Employment Eligibility Verification:

U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes greatly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Compliance with the requirements of this section is required prior to commencing performance under any Contract issued as a result of this solicitation.

10. Guarantee:

The contractor shall, at his own expense, promptly and properly replace any improper work, material and repair any damages immediately.

11. Competent Workmen:

All persons employed to do work under this contract shall be competent first-class workmen and mechanics, duly skilled in their respective branch of labor.

12. Clearances:

All persons employed to do work under this contract must have PA Child Abuse and PA State Criminal Record Checks.

13. Accident Prevention:

The contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public.

14. Contractor's Liability Insurance:

The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or as a result of the contractor's operation under the contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- d. Claims for damages insured by usual personal injury liability coverage, which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor or by any other person.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The insurance required shall be in the amounts of \$1,000,000 for injuries to one person and \$2,000,000 for injuries for total accident or required by law, whichever is greater.

Certificates of Insurance acceptable to the school district shall be filed with the school district prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the school district.

II. GENERAL INSTRUCTIONS (*SPECIFICATIONS LIST ON SEPARATE ATTACHMENT*)

1. The work contemplated by these specifications and general conditions consists of cleaning each building in its entirety, unless otherwise noted. Contractor will furnish all labor, materials and equipment, except what is outlined in specifications, to perform all work required for each facility listed.
2. All work shall be recommended and approved by the Director of Buildings and Grounds or his designee.
3. It shall be each bidder's responsibility to visit the site of the proposed work and fully acquaint themselves with the existing conditions so that they may fully understand the facilities, difficulties, and restrictions involved in the execution of the work under this contract. Failure to examine any or all the school sites shall in no way relieve the contractor from any obligation with respect to their proposal or to the contract. A date will be determined by the Director of Building & Grounds for visiting each building.
4. It is understood that cleaning services are to be executed daily with the exception of the Administration Building. This building should be cleaned twice a week, preferably Wednesdays and Fridays.
5. Work can commence at 4:00 pm unless otherwise instructed
6. A logbook must be provided and used daily by the successful bidder at each building in order to review issues and responses to cleaning issues.
7. Bids will be accepted as follows:
 - a. BASE BIDS - Monthly cost to maintain all listed buildings of the Oxford Area School District as outlined in the specifications.
 - b. The term of this agreement shall be for the period of July 1 through June 30 unless terminated earlier due to unsatisfactory services of the contractor. If the school district terminates this contract for unsatisfactory services, the termination will become effective upon giving twenty-four hours written notice to the contractor.
 - c. This contract may be renewed annually as of July 1, of each year, for two (2) successive years, under the terms and conditions as set forth in the bid documents, if both the bidder and the Oxford Area School District agree in writing to such an extension no later than thirty (30)

days prior to the expiration of the last contract term. Payments will be made on a monthly basis.

CRITERIA FOR BID ACCEPTANCE

- a. Sufficient staff and financial resources for performance or have ability obtain such resources as required during performance
- b. Have necessary experience, organization skills, trained adult employees and supervision of all of its employees at all times. At no time shall there be any other individual working or accompanying the Janitorial service employees such as friends or children of the employees.
- c. Must have satisfactory record of performance in facility cleaning (References must be provided)
- d. The school district will provide all paper goods, replacement soap, and trash bags, all other products and equipment shall be provided by the contractor.
- e. The Janitorial service shall provide length of time expected to be worked and number of employees proposed to complete the tasks described at each building under Scope of Work.
- f. The Janitorial service agency shall be liable for any injury to any of its employees occurring at any OASD site.
- g. The Janitorial service agency shall be liable for any damages caused at any OASD site by any of the Janitorial service employees.
- h. OASD reserves the right to deduct from the monthly invoices for any cleaning complaints that cannot be resolved or cleaning procedures that do not meet OASD cleaning standards. The Director of Building and Grounds will contact the successful bidder with the pertinent information and 24 hours will be given to resolve any issues prior to a deduction being taken. If no action has been taken, there will be a deduction from the monthly invoice at the discretion of the Director of Building and Grounds.
- i. OASD has the right to terminate any contract where the Janitorial service is not performing the tasks described in the negotiated contract.

III. SCOPE OF WORK

General Note

- The contractor will utilize any time it has allotted to do any other cleaning that may be noted on a spot check basis
- Notify Director of Building and Grounds of any irregularities or maintenance issues (I.E. defective plumbing, lights out, etc.) and supplies that may be needed
- Turn off all lights except those that are to be left on, close windows and lock all doors
- Weekly reports from contractor to include number of staff and hours worked in each facility daily
- Periodic monitoring of the facility will be conducted by OASD along with the contractor supervisor
- Supervisors review/check communication log and check email regularly for work orders

Location of Services

Administration building

- 125 Bell Tower Lane, Oxford, PA 19363
- Facility is approximately 25,000 square feet in size and includes offices, public access area, cubicle area, restrooms and break rooms

High School

- 705 Waterway Road, Oxford, PA 19363
- Facility space is approximately 302,000 square feet in size and includes public access, offices, classrooms, cafeteria, auditorium, gymnasiums, bleachers, locker rooms, fitness center, break rooms, restrooms

Penn's Grove Middle School

- 301 South 5th Street, Oxford, PA 19363
- Facility space is approximately 134,000 square feet in size and includes public access, offices, classrooms, cafeteria, auditorium, gymnasiums, locker rooms, break rooms, restrooms

Hopewell Elementary School

- 602 Garfield Street, Oxford, PA 19363
- Facility space is approximately 121,000 square feet in size and includes public access, offices, classrooms, cafeteria, auditorium, gymnasiums, locker rooms, break rooms, restrooms

Jordan Bank Elementary School

- 536 Hodgson Street, Oxford, PA 19363
- Facility space is approximately 44,000 square feet in size and includes public access, offices, classrooms, cafeteria, break rooms, restrooms

Pricing and break out to be listed by location. Oxford Area School District has the right to award this bid as seen in the best interest of Oxford Area School District. This bid may be awarded as a complete package or by individual location.

OXFORD AREA SCHOOL DISTRICT
125 Peoples Drive
Oxford, Pennsylvania 19363

BID PROPOSAL FORM FOR CLEANING SERVICES

NAME OF COMPANY _____

NAME OF OWNER/AUTHORIZED PERSON _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

FIRST, that we have carefully examined the Administrative and Contractual Information, Notice to Bidders, General Conditions and Specifications, and in accordance with same, submit this bid and agree to furnish and perform the specified work for the Oxford Area School District for the sum indicated below.

SECOND, that this bid is subject to all the terms of these specifications and we hereby agree to enter into a written contract to furnish such materials and labor as required in these specifications.

THIRD that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

FOURTH, as based upon the preceding specifications, the following bid prices are listed as firm for a period of sixty (60) days after the date established for receiving bids.

FIFTH that the prices quoted for base bids are as follows:

BASE BID PRICES

Facility: Administration Building, 125 Bell Tower Lane
Weekly Schedule: Wednesday and Friday beginning at 4:00 p.m. unless otherwise directed

The undersigned agrees to deliver said services according to the specification at the price listed below

HOURS NEEDED TO COMPLETE TASK _____

NUMBER OF EMPLOYEES TO COMPLETE TASK _____

MONTHLY SERVICE FEE _____



BASE BID PRICES

Facility: High School, 705 Waterway Road
Weekly Schedule: Monday through Friday beginning at 4:00 p.m. unless otherwise directed

The undersigned agrees to deliver said services according to the specification at the price listed below

HOURS NEEDED TO COMPLETE TASK _____

NUMBER OF EMPLOYEES TO COMPLETE TASK _____

MONTHLY SERVICE FEE _____

SUMMER CLEANING FEE _____

BASE BID PRICES

Facility: Penn’s Grove Middle School, 301 South 5th Street
Weekly Schedule: Monday through Friday beginning at 4:00 p.m. unless otherwise directed

The undersigned agrees to deliver said services according to the specification at the price listed below

HOURS NEEDED TO COMPLETE TASK _____

NUMBER OF EMPLOYEES TO COMPLETE TASK _____

MONTHLY SERVICE FEE _____

SUMMER CLEANING FEE _____

BASE BID PRICES

Facility: Hopewell Elementary School, 602 Garfield Street
Weekly Schedule: Monday through Friday beginning at 4:00 p.m. unless otherwise directed.
Summer school is held in this building from June 29 through July 30.

The undersigned agrees to deliver said services according to the specification at the price listed below

HOURS NEEDED TO COMPLETE TASK _____

NUMBER OF EMPLOYEES TO COMPLETE TASK _____

MONTHLY SERVICE FEE _____

SUMMER CLEANING FEE _____

BASE BID PRICES

Facility: Jordan Bank Elementary School, 536 Hodgson Street
Weekly Schedule: Monday through Friday beginning at 4:00 p.m. unless otherwise directed

The undersigned agrees to deliver said services according to the specification at the price listed below

HOURS NEEDED TO COMPLETE TASK _____

NUMBER OF EMPLOYEES TO COMPLETE TASK _____

MONTHLY SERVICE FEE _____

SUMMER CLEANING FEE _____

TOTAL **MONTHLY** BASE BID PRICE FOR ALL LISTED LOCATIONS: _____

NON-COLLUSION AFFIDAVIT

State of _____

Contract/Bid No. _____

County of _____

I state that I am _____ of _____
(Name of my Firm)

And that I am authorized to make this affidavit on behalf on my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ its affiliates, subsidiaries,
(Name of my Firm)

officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

NON-COLLUSION AFFIDAVIT

I state that _____ understands and acknowledges
(Name of my Firm)

That the above representations are material and important and will be relied on by the Oxford Area School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Oxford Area School District of the true facts to the submission of bids for this contract.

Signature

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____ 20____

Notary Public

Printed/Typed Name

(SEAL)

Title/Company Position

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

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

_____ a _____
corporation authorized to transact business in Pennsylvania, and having its principal

office at _____

(hereinafter called the "Surety") as Surety, are held and firmly bound unto

(hereinafter called the "Obligee") as Obligee, in the sum of _____

_____ DOLLARS (\$ _____)

lawful money of the United States of America; for payments of which we bind

ourselves, and each of our respective heirs, by these presents, on this _____ day

of _____, 2019

WHEREAS, said principal is herewith submitting to the Obligee a proposal to perform

the _____

_____ contract work for the Obligee's proposed.

Pursuant to plans, specifications and other Contract Documents incorporated into said proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said principal shall furnish a performance bond and a payment bond to the Obligee upon the Obligee's delivery to the principal of five days' notice of intention to accept his proposal and to make a formal award of contract to him, and shall enter into such contract and shall furnish insurance certificates in all respects as required by said contract documents, within ten days after notice to him of such formal award, then this obligation shall be void; but otherwise it shall remain in full force, and the principal and surety will pay to the Obligee the difference between the amount of the principal's accepted bid (s) and any higher amount for which the Obligee may contract for the required work, plus any advertising, Engineer's legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this bond together with interest.

IN WITNESS WHEREOF the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

(Individual Principal)

(Signature of Individual) (SEAL)

Trading and doing business as

(Partnership Principal)

(Name of Partnership)

Witness:

By _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

(Corporation Principal)

ATTEST:

(Name of Corporation)

Title:
(CORPORATE SEAL)

By: _____
Title:

OR (if appropriate)

Witness:

of Corporation)

(Name

By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness or Attest:

Title

**By: _____

Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation.

THE AMERICAN INSTITUTE OF ARCHITECTS



A1A DocumentA312

Bond No.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Place of Business)

SURETY (Name and Principal

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:\$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond: Page 3

*None *

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

(Corporate Seal)

(Corporate Seal)

Signature: _____

Name and Title

Name and Title

Signature:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect or Engineer)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract: or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph 6 in excess of the balance of the contract or price. Cost incurred resulting for the contractors default may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located.
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the owner and, as soon as practicable after the determined, tender therefore to the owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance or the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable,, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor default or within two years after the contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____ Signature: _____
Name and Title: Name and Title:

A1A DOCUMENT A312. PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 ED . Au\ @
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE,NW, WASHINGTON, 0 C
20006 THIRD PRINTING. MARCH 1987

F889 Rev 6/87

Schedule of Events

<i>Date</i>	<i>Action</i>
3/5/2020	Issue date of the Invitation to Bid
4/7/2020	10:00 am Mandatory Pre-Bid Meeting: Starting at the high school
4/14/2020	Any questions about the ITB must be submitted in writing via email to Roger Madron, Director of Building & Grounds (rmadron@oxfordasd.org) or Wendy Zook, Administrative Assistant (wzook@oxfordasd.org) no later than 2:00 pm
4/16/2020	Written public responses to questions posted on OASD website by 4:00 pm
4/21/2020	All Bids due by 2:00 pm
4/21/2020	Bid opening at 2:10 pm
5/19/2020	Bid awarded at OASD Board meeting
5/20/2020	All will be notified by email of Bid results