March 5, 2012

Addendum #2

B12/9768

Desert Vista Relocatable Offices

SPECIFICATIONS for
Desert Vista Relocatable Offices

Dated: February 2, 2012

This Addendum supplements and amends the original Specifications and Drawings, dated January 30, 2012, and shall be taken into account in preparing Bids, and shall become part of the Contract Documents. In case of conflicts between the Specifications, Drawings, and this Addendum, this Addendum shall govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work. Acknowledge receipt of this Addendum in the space provided on the proposal form. Failure to do so may subject bidder to disqualification.

Item # 1. See attached Bid Forms

End of Addendum #2
BID BOND

PURSUANT TO NOTICE INVITING SEALED BIDS

(Value of this bond
must be not 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 Pima County Community College District (hereinafter called the
("Obligee") in the amount of _________________________ Dollars ($_____________), for the payment whereof,
the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
contract with the Obligee in accordance with the terms of the bid 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 bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the work covered by
the bid, 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 Ariz. Admin. Code Rule R7-2-1111, 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 attorneys'
fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _________________, 201__.

PRINCIPAL

__________________________

By_________________________________
AGENCY OF RECORD

Title____________________________

Agency Address __________________________

SURETY

Seal

By_________________________________

Title____________________________
PAYMENT BOND

(Value 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 Pima County Community College District, 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 ____________________, 201__ ("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 ____________________, 201__.

PRINCIPAL

_______________________________________
By_________________________________
Title__________________________________
Agency Address ________________________

SURETY

_______________________________________
By_________________________________
Title__________________________________
PERFORMANCE BOND

(Value 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 Pima County Community College District, 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 ________________, 201___ ("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.

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 ________________, 201__.

PRINCIPAL

_______________________________________

By____________________________

AGENCY OF RECORD

________________________________________

Title____________________________

Agency Address

SURETY

_______________________________________

By____________________________

Title____________________________
BIDDER’S INFORMATION

Bidder shall state if this Proposal is submitted by an Individual, Partnership, or Corporation.

____________________________________________________________________

1. IF PARTNERSHIP, list names of all partners:
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

2. IF CORPORATION, give name of State in which corporation is registered:
   ________________________________________________________________

Provide the names of the following Corporation officers:

President _________________________________________________________
Secretary _________________________________________________________
Treasurer _________________________________________________________

3. If LICENSED CONTRACTOR, provide all contractor’s license number(s) applicable to this Proposal:
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

4. Provide name of bonding company: _________________________________
   Total bonding capacity: $____________________________

5. Name of Firm ___________________________________________________

6. Telephone: __________________ Fax: _____________________________
TO
Pima County Community College District
District Purchasing Services
4905D East Broadway, Room 113
Tucson, Arizona 85709-1420

PROJECT:
(Name, Address)

State of:
County of:

The undersigned, pursuant to Article ______ of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write “None”)

CONTRACTOR:

Attachments

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

By:

Subscribed and Sworn to before me on this _______ day of __________ 201__.

Notary Public:

My Commission expires: ___/___/___

(Signature)

If by a Corporation:
(Seal)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
(Dec 2001)

___________________
(Date)

District Finance Office – Purchasing
Pima Community College
4905 E Broadway Blvd.
Tucson, AZ 85709

In accordance with the Federal Acquisition Regulation, 52-209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-

(A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epis.arnet.gov on the Web)

(B) (check one) Have ( ) or have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) Are ( ) or are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has ( ) or has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals”, for the purposes of this certification, means officers; directors’ owners’ partners’ and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(a) The Offeror shall provide immediate written notice to the Contracting Officer, if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm)  
(Mailing Address)  

(email address)  
(Phone)  

(Signature)  
(Fax)  

(Print Name)  
(Federal Taxpayer ID Number)  

(Print Title)
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING
FOR CONTRACT

STATE OF: )
COUNTY OF: ) ss )

(Name of Individual)
being first duly sworn upon oath deposes and says:

That he is ______________________________________________________
______________
(Title)
of____________________________________________________________________
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and
Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone
associated with the company, firm, or corporation mentioned above has, either directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full
competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this ______ day of __________ 201__. (Signature)

My commission expires: __________
(Seal)

Notary Public