



**Fort Huachuca Accommodation School District**  
Invitation For Bid

IFB: 2019-01

PROJECT: Demolition at Auxiliary Campus

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of 60

PO Box 12954  
Fort Huachuca, AZ  
85670

**INVITATION FOR BID #** 2019-01

**MATERIAL OR SERVICE** Demolition at Auxiliary Campus

**DUE DATE & TIME** January 17, 2019, at 11:00:00 AM (Mountain Standard Time)

**OPENING TIME** January 17, 2019, at 11:00:01 AM (Mountain Standard Time)

**DISTRICT'S WEBSITE** [www.fthuachuca.k12.az.us](http://www.fthuachuca.k12.az.us)

**OPENING LOCATION** Business Office  
21110 Hines Road  
Fort Huachuca, AZ 85613

**PRE-BID CONFERENCE DATE AND TIME** January 4, 2019 at 11:00 AM

**LOCATION** Parking Lot at Auxiliary Campus, 67601 Cushing Street, Fort Huachuca, A 85613

**QUESTIONS & SUBSTITUTION REQUESTS DUE BY EMAIL** No later than noon on January 8, 2019.

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, competitive sealed bids for the material or services specified will be received by the **Fort Huachuca Accommodation School District**, at the above specified location, until the time and date cited. Sealed bids received by the correct time and date shall be opened and the vendors' pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If directions to the office are needed**, please call (520) 458-5082. The Invitation for Bid and all Amendment(s) will be posted to [www.fthuachuca.k12.az.us](http://www.fthuachuca.k12.az.us). It is the vendor's responsibility to check for and acknowledge Amendments.

Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered. Offers must be submitted in a sealed package using the District provided label and/or envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

**Two (2) sets of the bid package are requested:** one marked "**Original**", plus one marked "**Copy**".

Vendors are strongly encouraged to carefully read the entire invitation for bid. This project is funded using Federal Dollars so Davis Bacon is applicable. This project has asbestos abatement issues.

Karen Nieto

December 3, 2019

Karen Nieto, Manager Finance/Business Operations

Date

Phone: (520) 458-5082

Email: [nietok@fhasd.org](mailto:nietok@fhasd.org)



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Bid Status

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85670

**INVITATION FOR BID #** **2019-01**

**MATERIAL OR SERVICE** Demolition at Auxiliary Campus

**DUE DATE** **January 17, 2019 at 11:00:00 AM (Mountain Standard Time)**

**OPENING LOCATION** Business Office  
PO Box 12954  
Fort Huachuca, AZ 85670

**PRE-BID CONFERENCE DATE** **January 4, 2019 at 11:00 AM**

**LOCATION** **Parking Lot at Auxiliary Campus, 67601 Cushing Street, Fort Huachuca, A 85613**  
**Asbestos Abatement Subcontractors are also encouraged to attend, if applicable.**

This solicitation may only be obtained from our solicitation website at [www.fthuachuca.k12.az.us](http://www.fthuachuca.k12.az.us). All amendments will be posted to [www.fthuachuca.k12.az.us](http://www.fthuachuca.k12.az.us), the District’s website. Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 458-5082 or a copy may be picked up during regular business hours at the District’s Business Department, PO Box 12954. If you experience any problems receiving this Invitation for Bid, please call (520) 458-5082.

**If you do not wish to bid on this solicitation, please provide written notification of your decision.** Failure to respond could result in deletion of your name from the District’s vendor listing. This form may be returned to the address above. A “No Bid” will be considered a response.

\_\_\_\_ **Here is my “No Bid”; I cannot provide services of this nature.**

\_\_\_\_ **I wish to do business with Fort Huachuca Accommodation School District, I will download and attend the pre-bid.**

\_\_\_\_ **I am eager to do business with Fort Huachuca Accommodation School District as I provide these services. I will download it from the website, [www.fthuachuca.k12.az.us](http://www.fthuachuca.k12.az.us). However, I am unable to attend the pre-bid.**

_____ Name of Company		_____ Date Signed		
_____ Authorized Signature/Local Representative		_____ Cell Phone Number		
_____ Type Name and Position Held with Company				
_____ Mailing Address		_____ City	_____ State	_____ Zip
_____ Email Address				

IFB Issued: December 3, 2019

Email to: [nietok@fhasd.org](mailto:nietok@fhasd.org)



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**NOTE:** Bolded forms above should be submitted with your bid.

**DOCUMENTS REFERENCED:**

A copy of the documents referenced within this bid may be obtained at the following websites:

**Arizona Revised Statutes (A.R.S.) is available at:**

<http://www.azleg.gov/arstitle/>

**School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:**

[http://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

**I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:**

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Arizona Department of Education (ADE) is available at:**

<http://www.azed.gov/>



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**Code of Federal Regulations (CFR) is available at:**

<https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

**Federal Acquisition Regulation (FAR) is available at:**

<https://www.acquisition.gov/browsefar>

**Federal Immigration and Nationality Act (FINA) is available at:**

<https://www.uscis.gov/>

**OMB Circular A-102 is available at:**

<http://www.whitehouse.gov/omb/circulars/a102/a102.html>



**Fort Huachuca Accommodation School District**

## Uniform Instructions to Offerors

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of 60PO Box 12954  
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As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Owner”** means the Fort Huachuca Accommodation School District.
- K. **“Person”** means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- L. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- M. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“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.
- P. **“School District”** means the School District that executes the Contract.

**2. Inquiries**

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- B. **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 inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the solicitation as the contact for inquiries 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 that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

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- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review. Failure to do so may result in the inquiry not being answered or considered for a Solicitation Amendment.
- E. **No Right to Rely on Verbal Responses or Electronic Mail Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
- G. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location shall 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.
- H. **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.
3. **Offer Preparation**
- A. **Forms: No Facsimile 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, telegraphic or mailgram offer shall be rejected.
- B. **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.
- C. **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 intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. **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.
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. **Request for Proposals:** All exceptions that are contained in the Offer may negatively affect the impact of an Offeror's susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. **Cost of Offer Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments.** Unless otherwise stated in the Solicitation, each Solicitation Amendment 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 to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. **Federal Excise Tax.** School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax

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number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.

- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- K. 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.
- L. 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).
- M. 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:
1. Amendment;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement of Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Special Instructions to Offerors; and
  9. Uniform Instructions to Offerors

**4. Submission of Offer**

- A. 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.
- B. Offer and Acceptance. Offer shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed by the person authorized to sign the offer, and shall be submitted with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- C. Solicitation Amendments. A Solicitation Amendment shall be acknowledged no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- D. 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.
- E. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate District interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the District Representative within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

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- F. 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 deemed to be confidential by the School District.
- G. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices 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 or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  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; and
  3. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
  4. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. **Evaluation**
- A. 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.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; 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 is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. 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 one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. § Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.





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**6. Award**

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. 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 accepted in writing by the Procurement Officer's signature of 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.
- C. 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.
- D. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

**7. 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, Mark Goodman, who is the Superintendent. 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 within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- E. The form of relief requested; and
- F. The interested party shall supply promptly any other information requested by the District Representative.

**8. Time for filing protests R7-2-1143**

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the district representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the District Representative may consider any protest that is not filed timely.
- E. The District Representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District Representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.

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## Uniform Terms and Conditions

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of 60PO Box 12954  
Fort Huachuca, AZ  
85670**1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- I. **“Offer”** means bid, proposal or quotation.
- J. **“Offeror”** means a vendor who responds to a Solicitation.
- K. **“Owner”** means the Fort Huachuca Accommodation School District.
- L. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- M. **“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- N. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- O. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. **“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.
- Q. **“School District”** means the School District that executes the Contract.

**2. Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and 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.
- B. 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.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  1. Amendments;
  2. Special Terms and Conditions;



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3. Uniform General Terms and Conditions;
4. Statement or Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Documents Referenced in the Solicitation;
9. Bid Response.

- D. 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.
- E. 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.
- F. 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.
- G. 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.

3. **Contract Administration and Operation**

- A. 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.
- B. Non-Discrimination. The Contractor shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability
- C. Audit. Pursuant to ARS §35-214, 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.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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.
- F. 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.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created



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under this Contract are the sole property of the School District. 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.

- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the District shall be considered the creator of such Intellectual Property. The District shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the District, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the District and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the District. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the District without the express written authorization of the District.
- I. Federal Immigration and Nationality Act. By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 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.
- J. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- K. Offshore Performance of Work Prohibited. 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.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destination.
- C. Applicable Taxes.
1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  2. State and Local Transaction Privilege Taxes. The School District 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. 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 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.



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4. 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.

D. 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 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.

**5. Contract Changes**

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 of 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.

B. 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.

C. 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.

**6. Risk and Liability**

A. 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.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District 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.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District 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 of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

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; injections-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.

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. 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
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance,

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bonds, licenses, or permits.

3. 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.
  4. 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.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**7. Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District 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.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The 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.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  1. 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 is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  2. 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.

**8. School District's Contractual Remedies**

- A. Right to Assurance. If the School District 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

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assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

**B. Stop Work Order.**

1. The School District 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.
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.

**C. Non-exclusive Remedies.** The rights and the remedies of the School District under this Contract are not exclusive.**D. Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District 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.**E. Right to Offset.** The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.**9. Contract Termination****A. Cancellation for Conflict of Interest.** Per A.R.S. § 38-511, the School District 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 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.**B. Gratuities.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, 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.**C. Suspension or Debarment.** The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District 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.**D. Termination for Convenience.** The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School 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 School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School 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 A.A.C. R7-2-1125 shall apply.



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**E. Termination for Default.**

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District 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.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District 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 for any excess costs incurred by the School District reprocurring the materials or services.

**F. 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.

**10. Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

**11. Gift Policy**

The District has adopted a zero tolerance policy and will not accept any gifts, gratuities or advertising products from vendors.

**12. Terrorism Country Divestments**

Per A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**13. Boycott of Israel**

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

**14. Fingerprint Clearances**

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 A.R.S. § 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.

**15. 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.





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**1. Definition of Terms**

As used in these instructions, the terms listed below are defined as follows

- A. **“ACA”** means the Affordable Care Act.
- B. **“Civil Rights Compliance:”** means Contractor is prohibited from discriminating based on race, color, national origin, sex, disability, age.
- C. **“Clean Air Act”** means the comprehensive federal law that regulates air emissions from stationary and mobile sources.
- D. **“Clean Water Act”** means the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- E. **“Contract Work Hours and Safety Act”** means contractors and subcontractors are required to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
- F. **“Copeland “Anti-Kickback” Act”** prohibits contractors and subcontractors performing work on covered contracts from in any way inducing an employee to give up any part of the compensation to which he or she is entitled.
- G. **“Davis-Bacon Act”** prohibits contractors and subcontractors performing work on covered contracts from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.
- H. **“Debarment, Suspension, Ineligibility and Voluntary Exclusion”** means that the firm is not listed at System for Award Management (SAM) database as having been placed on an exclusion status.
- I. **“EDGAR”** means Education Department General Administrative Regulations
- J. **“EEO”** Equal Employment Opportunity which prohibit specific types of job discrimination in certain workplaces. The Department of Labor has two agencies which deal with EEO monitoring and enforcement, the Civil Rights Center and the Office of Federal Contract Compliance Programs
- K. **“Energy Policy and Conservation Act”** provides for increase energy production and supply, reduce energy demand, provide energy efficiency, and give the executive branch additional powers to respond to disruptions in energy supply
- L. **“EPA”** means the Environmental Protection Agency.
- M. **“E-Verify”** is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).
- N. **“Lobbying”** means No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- O. **“Allowance”** means the owner’s amount of money allocated to cover the cost of unknowns to be used only with owner’s written permission.

**2. Federal Funding**

This is a funded with federal dollars and carries all the Federal Requirements.

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85670**3. Pre-Bid Conference**

A Pre-Bid Conference will be held at the time and location indicated on Page 1. Unless otherwise noted, attendance is not mandatory but is highly recommended. The purpose of the pre-bid conference will be to clarify the contents of the IFB and observe the site. Contractor is responsible to visit the site to ascertain the full extent of the work required. No additional Compensation will be allowed for failure to ascertain full extent of the work required through visual inspection of existing conditions and that detailed and Specified within the contract documents.

**4. Inquiries**

All questions regarding this IFB must be submitted in writing no later than noon on January 8, 2019 by email to Karen Nieto at [nietok@fhasd.org](mailto:nietok@fhasd.org). The bidder should not contact any other individuals to obtain information concerning the solicitation or its contents.

**5. Interpretations and Amendments**

Should a bidder find discrepancies in, or omissions from, the Solicitation Documents, or is in doubt as to their meaning, bidder must at once notify the District, who will send a written instruction to each person receiving a set of documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Amendment. Receipt of any Amendment so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

**6. Purpose of Specifications**

Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

**7. Use of Brand Names**


Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Fort Huachuca Accommodation School District reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Fort Huachuca Accommodation School District will be the sole judge on the question of equal quality, and the District's decision shall be final.

**8. Examination of Contract Documents and Project Site**

- A. Before submitting a Bid, Bidders shall carefully examine all of the Contract Documents and visit the Project site and fully inform themselves as to all existing conditions and limitations. Bidders shall include in their Bid a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Bidder might have fully informed themselves prior to the bidding.
- B. All quantities for bid submittal purposes are to be field verified by qualifying vendor prior to submitting bid submittal. The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that the Fort Huachuca Accommodation School District of Arizona is under no obligation to solicit such information if it is not included with the offerors bid. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors bid.

**9. Base Bid and Alternates**

The Base Bid shall include all work as set forth in the solicitation and Amendments, in the Specifications, and in all Contract Documents, plus the specified Cash Allowances, if any. Alternates are completely described in the Specifications. In the Bid form, the blank spaces opposite the correspondingly numbered Alternates shall be completed by inserting the exact amount to be deducted from, or added to, the Base Bid for that particular Alternate only. Alternates will be awarded as budget allows.

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## 10. Submission of Bid Package

The bid package, also known as the Offer, should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be on the completeness and clarity of content and should include the forms and information listed within this Section. Using the Bid Cover Sheet (Checklist) provided within the IFB is strongly recommended to ensure all necessary information is included for the submission of a bid package.

### A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by an Authorized Representative of the Offeror, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

### B. Bonding

All bonds shall be provided to Fort Huachuca Accommodation School District and must be from Surety Companies licensed in the State of Arizona, with a General Power of Attorney and rated "A+" in Best's Guide.

1. **Bid Bond:** An irrevocable bid security payable to the Fort Huachuca Accommodation School District in the amount of 10.00% of the total bid project cost is required. This security should be in the form of a bid bond, certified check, cashier's check, or cash and must be in the possession of the District by the due time and date cited for this solicitation.
2. **Performance Bond:** The contractor shall be required to furnish an irrevocable security in the amount of 100.00% of the total contract price payable to the Fort Huachuca Accommodation School District, binding the contractor to provide faithful performance of the contract. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. The cost of this bond is itemized on the bid submittal form.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

3. **Payment Bond:** The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100.00% of the total contract price and be payable to the Fort Huachuca Accommodation School District. The cost of this bond is included in your base bid.

Payment security shall be in the form of a payment bond, certified check or cashier's check. All payment bonds must be executed on forms substantially equivalent to the payment bond forms on file at the District and incorporated by this reference. This security must be in the possession of the District within 48 hours after receipt of purchase order or other notice of award.

### C. Subcontractors

A completed Subcontractor form should be included listing only one name for each branch of the work. This form should be included even if your firm is self-performing 100% of the work and not utilizing any Subcontractor(s). The Subcontractor list should be submitted in separate envelope in the bid package. It is the contractor's responsibility to know if their license classification is valid to perform the Scope of Work, as presented. Contractors listed on the Subcontractor form are only valid if the firm possesses a license for the specified type of work. The Subcontractor list may not be changed from as submitted without the Owner's written approval. It is the responsibility of the bidder to ascertain that all subcontractors are properly insured prior to commencing work on Fort Huachuca School District property.

If a subcontractor fails to fulfill the responsibilities as set forth by the general contractor, the general contractor will then be allowed up to, and including, five (5) calendar days to replace the vacancy resulting from the nonresponsive

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subcontractor. This vacancy is to be filled by another subcontractor who is properly insured and licensed and bonded by the State of Arizona Registrar of Contractors. It is the responsibility of the general contractor to advise the District that a subcontractor has been replaced by another qualifying subcontractor.

**The contract sum shall not be increased by the difference in cost occasioned by such substitution.** If the Contractor refuses to provide an acceptable substitution at the same contract sum, this bid shall be rejected and the next lowest bidder will be considered, the previous low bidder being in default on his bid and no longer eligible for consideration. The rejected bidder's Bid Bond shall, at the District's discretion be subject to forfeiture.

**Safety of Students, Staff and Contractors.** To best identify our contractors and sub-contractors on the job site all firms will be **required** to have their employees and sub-contractors wear vests with a large number on it (this number should be at least 6" tall and visible from a distance). Firms will keep a daily log of each employee and sub-contractor on campus, this log will be checked by the Ft Huachuca Accommodation School District Inspectors.

**D. Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

**E. Bid Pricing Submittal**

Bidders must submit their pricing as outlined on the Bid Pricing Submittal form. Additions and subtractions will be determined upon project completion. These line items are to be added to the Base Bid and other line items listed to provide the overall Total Bid Project Cost. Other items listed on the Bid Pricing Submittal include:

**1. Restatement of Work**

The Restatement of Work should provide a few short sentences detailing the major tasks involved in the project and include the product(s) being used. A statement such as "per plans and specs" does not qualify as indication of understanding of the Scope of Work and is not acceptable. This Restatement of Work should also include the major product(s) being used for the project. Failure to provide the restatement demonstrating competence and understanding of the Scope of Work and Specifications for the project could result in the bid being determined non-responsive.

**2. Schedule (Based on Notice to Proceed)**

A schedule based on Notice to Proceed through Substantial Completion (145 days) should be provided and include milestones for the project.

**F. Vendor Payment Form**

A completed Vendor Payment form provides necessary information for the District to create a purchase order and subsequent payments and should be included in the bid package.

**G. Questionnaire**

A completed Questionnaire is required and provides pertinent details about the Bidder. Details sought in the Questionnaire include:

**1. Company Profile**

- A. Primary Office location and Point of Contact details (address, phone numbers, email address, etc.)
- B. AZ ROC license(s)
- C. Litigation and Complaints
- D. Procedures for Fingerprinting and Background Clearances
- E. Key Personnel



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**2. References**

A minimum of three (3) references should be included for projects of similar scope in Arizona including the following details: Owner, Contact Person, Cell Phone Number, Email Address and Date of Project.

**H. Deviations and Exceptions**

The form should be completed if there are any deviations/exceptions to the information found within the Invitation for Bid. Any deviation or exception not included on the form provided shall be without force and effect in any resulting Contract. Failure to show specific deviations indicates full compliance with the IFB.

**I. Familial Relationship Disclosure – Notarized**

A notarized statement disclosing any relationship with the District or Governing Board must be included in the bid package.

**J. Amendment Acknowledgement**

The form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

**K. Drug-Free Workplace**

The form indicates if your firm has a policy in place or not and should be included in the bid package.

**L. Non-Collusion – Notarized**

Offeror attests that the bid is genuine, is neither a sham nor collusive, nor is made in the interest for or on behalf of any person or corporation not named within the bid. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder. It also certifies that the Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting an offer. This form shall be notarized.

**M. I.R.S. W-9 Form, Request for Taxpayer Information**

Offeror should submit a current I.R.S. W-9 Form with the bid package. The W-9 form is required in order to receive payment under the Contract.

**N. Offer Submission, Due Date and Time**

It is the vendor's responsibility to ensure that the bid package is delivered on the due date by the time required. Delivery times vary for all packages delivered to FHASD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, FHASD will not be held responsible and the late bid package will not be considered.

**11. Evaluation**

**A. Opening**

Sealed bids received by the correct time and date shall be opened and each vendor's pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made.

**B. Evaluation Criteria**

Bids may not be considered responsive and/or acceptable if they do not contain information sufficient to perform the necessary vetting of information requested in the IFB. Necessary components include an indication of the Bidder's intent to be bound, bid pricing submittal, acknowledgement of amendment(s), appropriate bonds, warranty information, company profile and any pertinent reference data as required. As stated in the Uniform Instructions, Exceptions to the Terms and Conditions may impact a Bidder's susceptibility for award. Once the bid package is determined responsive and the bidder is determined to be responsive, price is the most important factor. A tally sheet will be developed with the pricing and costs requested in the IFB.



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**C. Clarification of Bid Submittals**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

**D. Responsibility, Responsiveness and Acceptability**

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining Offerors' responsibility as the responsiveness of bids submitted in response to the solicitation. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the bases for the determination. Bids determined to be non-responsive and/or non-responsible shall prevent the bid from evaluation and the Offeror shall be notified accordingly.

**1. Mandatory Responsiveness Requirements**

- a. **A Signed Offer Form is included;**
- b. **A Bid Bond is included;**
- c. **Bidder possess a valid license to perform the Scope of Work identified;**
- d. **Bidder does not have any unresolved issues at the Arizona Registrar of Contractors;**
- e. **Bidder does not have any unresolved issues with previous District or Fort Huachuca projects; and**
- f. **References demonstrating experience with similar projects of size and scope in Arizona via key personnel or firm are provided.**

**2. Debarment, Suspension or Contract Termination**


Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

**3. Bid Submittal Package**

Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, e.g., bonds, product information, key personnel, references, pricing and/or other requested information. Failure to submit all requested information may result in rejection of the bid.

**4. Additional Responsibility Factors**

- a. The proposed contractor's stability, material, personnel and other resources, including subcontractors;
- b. The proposed contractor's record of performance and integrity;
- c. Whether the proposed contractor is qualified legally to contract with the public entity;
- d. Whether the proposed contractor supplied all necessary information concerning its responsibility;
- e. Complaints on file with the Registrar of Contractors;
- f. Prior litigation history; and
- g. References.

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**12. Award**

**A. Contract Award**

An award will be made to the lowest responsive and responsible bidder that conforms in all material respects to the requirements outlined in the Invitation for Bid. The District reserves the right to award the base bid and any combination of alternates, if any, that is deemed most advantageous to the District in determining the lowest responsive and responsible bidder. If a Bidder is awarded a contract and is unable to meet its contractual obligations, FHASD may cancel the Contract and award to the next lowest ranked Bidder if the determination occurs within a reasonable time period after original Contract Award.

**B. Contract Implementation Meetings**

The Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings, if any, will be at the discretion of the District. The Contractor will be notified in advance of any meeting times, frequency for future meetings, if any, and locations to ensure all appropriate district and contractor staff/representatives attend. The District reserves the right to decline conference call attendance or participation.





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**1. Purpose**

The Fort Huachuca Accommodation School District (FHASD) (also referred to as “Owner”) is requesting bids from qualified contractors that would be interested in the Demolition Project at Fort Huachuca Accommodation School. This solicitation is funded using Federal dollars.

**2. Military Base Security:**

- A. The FHASD is located on a military base that has high levels of security. Ergo, any employee of the contractor, subcontractor, or other provider must meet the minimum security standards of the base.
- B. Since 2014, anyone seeking access into Fort Huachuca is required to have either a military ID, common access card or an access badge. The only place to retrieve such badges is at the Van Deman Gate Visitor Control Center. They are also subject to a background check before being allowed entry to the installation. Those who present a common access card, or CAC; Military ID; Military Dependent ID; Gold Star ID or other valid DOD credential aren't affected. It's to ensure that Fort Huachuca is in compliance with Homeland Security Presidential Directive 12, which requires that 100 percent of visitors be vetted prior to entering the installation.
- C. Contractors and vendors requiring long term access, which is over 30 days, will still require a government sponsor. Visitors seeking short term access will not require one.
- D. In both cases, all applicants undergo a background check, which uses the National Crime Information Center Interstate Identification Index, or NCIC III, a Federal Bureau of Investigation database that provides criminal histories.
- E. The Real ID Act does not include unescorted access for foreign citizens, who have to be escorted by a DOD-card holder at all times while on any military installation.

**3. Definition of Key Words Used**

- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a bid as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.
- C. May: Indicates something that is not mandatory but permissible.

**4. Site Visit**

Contractor is responsible to visit the site to ascertain the full extent of the work required. No additional compensation will be allowed for failure to ascertain full extent of the work required through visual inspection of existing conditions and that detailed and Specified within the contract documents.

**5. Locating and Marking of Underground Utilities**

- A. Locatable Utilities: The contractor shall be responsible for contacting the Blue Stake Center for locating and marking of utilities prior to excavating.
- B. Non-Locatable Utilities

The contractor shall obtain any known information about non-locatable utilities in a pre-construction meeting to be conducted a minimum of two (2) days prior to excavating. A District representative or designee shall respond to identify and mark those utilities in a customary manner.





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**6. Contract**

This contract between the Fort Huachuca Accommodation School District and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or final bid, the bid submitted by the Contractor, their responses to any requests for clarifications and/or their bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the District reserves the right to clarify any contractual requirement in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

**7. MRRRA or Prime Contracting**

The definition is found at the Arizona Department of Revenue website. Contractors who are engaged by the owners of real property to maintain, repair, replace or alter their property pay the tax when products are bought and the base bid is less than \$750,000. The tax is in your base bid if this is a MRRRA project. If it is over \$750,000 it is a Prime Tax Project and taxes are listed separately.

**8. Contract Type**

Fixed Firm Price

**9. Asbestos and Lead Testing**

Testing for these materials has been performed and the 134 page report is attached within the Scope of Work.

**10. Investigation by Offeror**

By submitting a bid, the Offeror certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.

**11. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

**12. Substitute Securities**

The Owner will accept substitute securities in lieu of retention only in strict compliance with R7-2-1114. If satisfactory progress is made on the Project, one-half of the funds held as substitute security will be returned upon fifty percent (50%) completion of the Project. Interest on all substitute securities will be held until final payment. All requests for substitute securities must be made on Owner approved forms, copies of which may be obtained from the Owner upon request.

**13. Contract Award**

The District intends to award a firm-fixed price contract to a single Offeror, unless otherwise indicated, resulting from this solicitation to the responsible Offeror whose bid represents the best value after evaluation in accordance with the criteria identified in the solicitation. The District may waive informalities and minor irregularities on bids received. The offeror's initial bid should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the bid. The District may reject any or all bids if such action is in the District's best interest.

**14. Terms of Award**

It is the intent of the District to award a contract at its next Governing Board meeting.

**15. Award Basis**

The successful Offeror(s) will be determined by the Evaluation Criteria, as presented. Awards will not be made based on price alone, as the Offeror must be responsive and responsible. The District reserves the right to award as many contracts for the services as may be in the best interest of the District. If a contractor receives a bid award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Invitation for Bid, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets bid specifications.



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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 vendor upon verbal notification.

However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

**16. Extra Work**

The Contractor shall perform such extra work and charge the owner at actual cost of labor and materials. The Contractor shall have the right to add not more than 10% to the subcontractor's prices for authorized extra work performed solely by the subcontractor's. Such percentage shall include all of the contractor's charges for overhead, profit, administration and supervision. A 10% mark-up for overhead, profit, administration and supervision may be added to the contractor's cost of labor and materials for extra work authorized to be done by their own forces. The subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 10% of cost of labor and materials. The contractor and subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above. Note: Any additional work must have prior written approval by the District Representative, before the contractor proceeds with work.

**17. Contract Payment Terms**

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

**18. Retention**

Randy Garland, the Project Representative from the District representative shall perform the final inspection. R7-2-1104 requires 10% retention of the total cost of the job will be held until the District accepts the final inspection of Randy Garland, the Project Representative. The Contractor shall seek written approval from an appropriate District Representative for any changes or deviations from specifications or instructions.

**19. Progress Payments**

Progress payments may be allowed. Requests for payment must be submitted through Randy Garland for approval and sign-off. Retention of ten percent (10%) of the requested payment will be withheld until the final punch list is completed.

On or about the first day of each calendar month during the course of construction, the Contractor shall submit an itemized Application to Randy Garland supported by such data substantiating the Contractor's right to payment as the Owner may require.

Payment shall be based on the work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing by the Owner to be transported to the site and installed at a later date, under such conditions agreed upon in writing by the Owner.

Material delivered and suitably stored at the site, or at some other agreed upon location by the Contractor, subcontractors, sub-subcontractors or material suppliers shall be insured to the full value of the material and shall be suitably stored and protected. Any material that is in accordance with the Contract Documents shall be installed into the Work. Until the final acceptance of the building by the Owner, it shall be the Contractor's responsibility to protect all materials and equipment installed or delivered to the Project.

The Contractor warrants and guarantees that title for all Work, materials and equipment covered by the Contract Documents shall pass to the Owner upon final acceptance and that such Work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances.

**20. Approvals for Payment**

If the Contractor has submitted an Application as above, then not later than the fifth day of the month, Mr. Garland shall approve or otherwise act on the Application and forward the Application to the Owner immediately for such amount as



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determined to be properly due, or state in writing the reasons for withholding a part of or the entire amount of the amount applied for as provided in the Subsection, Payments Withheld.

Approval of the Application will constitute a representation to the Owner, based on observations at the site, As-Built drawings reflect current information and the data comprising the Application, that the Work has progressed to the point indicated; that, to the best of Randy Garland's knowledge, information and belief, the equality of the Work is in accordance with the Contract Documents (subject to (1) an evaluation of the Work as a functioning whole upon Substantial Completion, (2) to the results of any subsequent test required by the Contract Documents, (3) to minor deviations from the Contract Documents correctable prior to final completion, and (4) to any specific qualifications stated in his approval of the Application); and that the Contractor is entitled to payment in the amount approved. In addition, Randy Garland's final approval for payment will constitute a further representation that all the conditions precedent to the Contractor's being entitled to final payment has been fulfilled.

## 21. Payments Withheld

Randy Garland may decline to approve an Application and may withhold a Certificate in whole or in part if unable to make representations to the Owner as provided in Approvals for Payment. Randy Garland may also decline to approve any Application or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary if within a professional opinion to protect the Owner from loss because of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claim;
- C. Failure of the Contractor to make payments to Subcontractors or for labor, materials or equipment;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;
- E. Damage to another contractor;
- F. Reasonable indication that the Work will not be completed within the Contract Time; or
- G. Unsatisfactory prosecution of the Work by the Contractor.

## 22. Final Payment

Before the final payment will be released the contractor must complete the following:

- A. All punch list items generated during the final joint inspection shall be completed to the satisfaction of the District.
- B. Contractor to provide onsite training for maintenance personnel as per District project manager direction.
- C. The contractor shall have delivered all required submittals and shop drawings to the District.
- D. Project Record Documents
  1. As the work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of prints of the Drawings and Shop Drawings and a copy of the Specifications which are maintained solely for the purpose of this documentation. Keep this record set of Contract Documents and Shop Drawings at the project site for review by the Owner and Architect. Information contained in the record documents shall include, but not be limited to:
    - a. Modifications made by Addenda, Change Orders, Construction Changes Directives and Architect's Supplemental Instructions which shall be transferred to the record documents.
    - b. Modifications made to accommodate field conditions.
  2. Upon Substantial Completion of Work, deliver the complete set of Record Documents including prints, shop drawings and annotated Specifications with two (2) scanned electronic copies of each to the Architect for Approval.



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3. Owner's Manual: Prior to final payment, submit one (1) hard-back, loose-leaf binder containing the following required submittals and any others required in other sections, suitably typed, indexed and labeled for ready reference:
  - a. Subcontractors, major suppliers list with companies' names, addresses and telephone numbers.
  - b. Warranties and certifications.
  - c. Affidavit from general and subcontractors on use of asbestos free materials.
  - d. Maintenance/operation instructions and parts list (other than Divisions 15 and 16).
  - e. Copy of project Purchase Order.
  - f. Copy of all submittals and shop drawings.
  - g. Copy of Contractors last pay application.
  - h. List of Extra Materials supplied to Owner, signed by Owner's representative.
  - i. Other items required by the Specifications.


**23. Lobbying**

Lobbying is not permitted with any district personnel or board members related to or involved with the IFB. Award of the project will be posted appropriately when Governing Board approves the recommendation Any oral or written inquiries must be directed through the procurement department.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said Offer.

**24. Contract Cancellation**

- A. This contract is subject to cancellation pursuant to A.R.S. § 38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
  1. The contractor provides material that does not meet the specifications of the contract;
  2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
  4. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- B. The District may resort to any single or combination of the following remedies:
  1. Cancel any contract;
  2. Reserve all rights or claims to damage for breach of any covenants of the contract;
  3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
  4. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
    - a. Deduction from an unpaid balance.
    - b. Collection against the bid and/or performance bond; or

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c. Any combination of the above or any other remedies as provided by law.

**25. Owner's Right to Request Completion of Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner shall after seven days' written notice to the Contractor, and without prejudice to any other remedy he may have, notify the bonding company of such default or lack of performance, and proceed to make such other necessary and reasonable arrangements to carry out the work in accordance with the Contract Documents, all at the expense of the Contractor, including the Owner's costs and attorneys' fees.

**26. Nonconforming Tender**

Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

**27. Key Personnel**

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

**28. Insurance**

Offeror agrees to maintain such insurance as will fully 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.

Successful Offeror will be required to provide proof of and maintain comprehensive 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 **Fort Huachuca Accommodation School District** 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.

**29. Acceptance Period**

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 60days after the opening time and date.

**30. Timeframe For Completion**

Work shall commence on **upon award**. The substantial completion date for all work is **120 days after notice to proceed**. Work shall be continuous and final completion review will take place 145 days after notice to proceed.

**31. Owner's Contingency Allowance**

The District is not providing any contingency allowance for this solicitation.

**32. Liquidated Damages**

If the selected vendor fails to meet the substantial time requirements for the delivery and/or installed acceptable implementation of the project, liquidated damages of **\$100 per day** may be assessed for each day beyond **sunset 120 days after notice to proceed**. However, should an unforeseen problem arise, an extension may be granted in



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writing at the discretion of the Fort Huachuca Accommodation School District. **Final completion must be sunset 145 days after notice to proceed.**

If the selected vendor shall fail or refuse to complete the work within the time specified, then the selected vendor shall agree as a partial consideration for the awarding of the contract, that the Fort Huachuca Accommodation School District may retain from compensation otherwise to be paid to the selected vendor, or may recover by all remedies at law, the amount specified, not as penalty but as liquidated damages, for each and every calendar day that the selected vendor shall be default after the time stipulated in the bid for completion of substantial work status and final completion.

**33. Inspection**

The job will have a final inspection and acceptance by Fort Huachuca Accommodation School District staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Randy Garland as the representative of the Fort Huachuca Accommodation School District upon completion of the Project.

**34. Damages**

The successful contractor shall be liable for any and all damage caused by the firm and or its employees to the Fort Huachuca Accommodation School District premises. The bidder shall hold and save the Fort Huachuca Accommodation School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by bidder's operations on premises or third persons.

**35. Source Limitations**

Obtain materials from the source or producer that will provide the required warranty.

**36. Licenses**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. The District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended or terminated.

**37. Compliance with Specifications**

The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services that meet the specifications as presented. The work shall meet the minimum industry standards, as applicable:

- A. OSHA Demolition Standards
- B. ANSI/ASSE A10.6-2006, Safety and Health Program Requirements for Demolition Operations
- C. American National Standards Institute (ANSI)
- D. American Standards Association (ASA)
- E. National Demolition Association (NDA)
- F. National Electrical Code (NEC)
- G. National Emission Standards for Hazardous Air Pollutants (NESHAP)

**38. Warranty and Quality Guarantee**

Contractor warrants that any work supplied to the District shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

- A. **Contractor's Warranty:** Provide 2 year warranty for all content, as required by the Arizona Registrar of Contractors.

**39. Americans with Disabilities Act of 1990**

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental



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disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

**40. Civil Rights Assurance Statement**

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

**41. Safety**

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.

**42. Rules, Regulations and Codes**

The work on public buildings shall be in compliance with the State fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the state, city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (See ARS § 34-461)

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the District of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

**43. Hazard Notification**

Contractor must advise FHASD's contact person whenever work is expected to be hazardous to District employees and/or operators. In the event that these or other hazardous materials are identified, it must be brought to the attention of Randy Garland immediately to determine remediation efforts.

**44. Regulatory Agencies**

It will be necessary that all work meet the requirements of all Federal, State and local regulatory agencies.

**45. Other Requirements**

This is an occupied school campus where the educational process comes first. Therefore, scheduling is essential to completing the project successfully. Significant coordination is required in terms of work processes to avoid disruption of the educational environment. Thus, the ultimate standards must be in place:

- A. Davis Bacon provisions
- B. All employees meet Fort Huachuca's screening criteria
- C. All staff, employees, and other's associated with project must have photo ID's and passes to be on the Base
- D. Sign-in and present positive identification;
- E. Park in assigned locations;
- F. No weapons in vehicles or on campus;



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- G. No smoking on campus;
- H. No foul or offensive language;
- I. No alcohol or tobacco of any kind;
- J. No clothing referencing any of the above;
- K. No speaking to staff nor students;
- L. No leering or whistling;
- M. Site must be safe at the end of each day;
- N. These are no tolerance terms!





**Fort Huachuca Accommodation School District****Scope of Work**

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PO Box 12954  
Fort Huachuca, AZ  
85670**1. Purpose**

The Fort Huachuca Accommodation School District has built a replacement middle school and now must demo the old middle school and return the site to its natural pre-construction condition.

**2. Required Contractor License**

It is believed that a General Contractors license is required. However, it is the responsibility of the Contractor to have the appropriate licensing required for the Scope of Work.

**3. School Information**

The Auxiliary Campus AKA the old Colonel Smith Middle School is located at 67601 Cushing Street, Fort Huachuca, AZ 85613.

**4. Fort Huachuca Military Base**

It's currently home to the U.S. Army Intelligence Center and the U.S. Army Network Enterprise Technology Command/9th Army Signal Command as well as the Army Military Affiliate Radio System, Joint Interoperability Test Command and the Electronic Proving Ground. It is located in Cochise County, in southeast Arizona, about 15 miles (24 km) north of the border with Mexico and at the northern end of the Huachuca Mountains, next to the town of Sierra Vista. This is a high security military base and all visitors must past security screening. If at any time the Fort goes on lock-down, this applies to everyone working on or at the base.

**5. General Summary of Work**

- A. Ensure all safety guidelines are followed while on site.
- B. Site management. Appropriate level of site management and regular visits to site
- C. District must be informed of any changes, delays, spec changes, subcontractor issues, product issues, code issues, etc. within 24 hours via email and phone call.
- D. Contractor shall control the conduct of labor forces and prevent unwanted interaction initiated by workers with the staff or other individuals other than those associated with the project.
- E. In the event that any worker initiates unwanted interaction, uses profanity, or in the opinion of the District Representative, conducts him/herself in an offensive or unprofessional manner, the Contractor shall immediately remove the worker from the project and replace said worker with another of equivalent technical skill at no cost to the District.
- F. All contractor personnel associated with the project shall wear shirts at all times and conduct themselves professionally while on job site.
- G. No smoking is allowed within any while on job site including new buildings under construction that have reached a point in construction where the building is partially enclosed.
- H. No radios, other than 2-way communication type, will be allowed on the project site.
- I. During the progress of the work, keep the premises occupied in a neat and clean condition and protect the environment both on site and off site, throughout and upon completion of the construction project.
- J. In coordination with the state, federal and local code regulations develop an Environmental Protection Plan in detail and submit to District Representative for approval within 7 calendar days from the date of commencement specified in the Notice to Proceed. Distribute approved plan to all employees and to all subcontractors and their employees. Environmental Protection Plan shall include, but not be limited to, the following items:

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## Scope of Work

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1. Copies of required permits
  2. Proposed sanitary landfill site
  3. Other proposed disposal sites if needed
  4. Noise Control
  5. Dust Control
  6. Erosion and Sediment Control
- K. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- L. Construction Operations: All construction operations shall comply with all applicable Federal, State and local Codes, ordinances, statutes and regulations pertaining to water, air, solid waste and noise pollution. It shall be Contractor's responsibility to identify and determine necessary measures to be taken to comply with such Codes, ordinances, statutes and regulations.
- M. Asbestos Abatement: Abatement shall comply with all minimum federal, state, and local requirements.
- N. [http://static.azdeq.gov/aqd/asbestos/neshap\\_guide.pdf](http://static.azdeq.gov/aqd/asbestos/neshap_guide.pdf)
- O. Site utilities are being capped at the entrance outside of this contract prior to work beginning.
- P. All underground pipes and conduits must be removed.
- Q. The entire building and slab is to be demoed and removed.
- R. Protection of Natural Resources: It is intended that the natural resources within the Project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work.
- S. Keep haul roads clear at all times of any object that creates an unsafe condition. Promptly remove any contaminants or construction materials dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary.
- T. Noise Control Procedures, General Conditions. Maximum noise levels within 1,000 feet of residences, businesses, adjacent buildings and other populated areas: Noise levels for trenchers, pavers, graders and trucks: Not exceeding 90 dBA at 50 feet as measured under noisiest operating conditions. Noise levels for all other equipment: Not exceeding 85 dBA at 50 feet.
- U. Dust and Air Pollution Control Procedures, General: Employ measures to prevent or minimize creation of dust and air pollution. Contractor shall appoint a dust control monitor to oversee and implement all measures specified in federal, state, and local requirements.
- V. Unpaved areas shall be wetted down, to eliminate dust formation, a minimum of twice a day to reduce particulate matter. When wind velocity exceeds 15 mph, site shall be watered down more frequently.
- W. Cover trucks hauling soil, debris, sand or other loose materials.
- X. Take care to prevent trash and papers from blowing onto adjacent property.
- Y. Grading Spoil and Landscape Debris: Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable Federal, State and local Codes, ordinances, statutes and regulations.
- Z. Remove all material which is excavated in excess of that required for backfill. Dispose of unsuitable excavated material from the site and dispose of it legally. Excess suitable backfill material shall be hauled off site. No additional compensation will be paid to the Contractor for such off haul. Include all such



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costs in the Contract Sum. Unsuitable backfill material shall be disposed of off-site in accordance with applicable regulations, in a disposal site indicated in the Environmental Protection Plan. Remove rubbish and materials unsuitable for backfill immediately following excavation. Remove material in excess of that required for backfill immediately following backfill operations.

- AA. Project does not pass through any known archaeological sites. However, it is conceivable that unrecorded archaeological sites could be discovered during construction.
- BB. In the event that artifacts, human remains, or other cultural resources are discovered during subsurface excavations at locations of the Work, the Contractor shall protect the discovered items, cease work for a distance of 35 feet radius in the area, notify the District Representative and comply with applicable law.

**6. Asbestos and Lead Testing**

The report provided by FM Group, Cliff Rolle is in pdf format contains 134 pages, which is attached and incorporated within for reference.

**7. Utilities**

Contractor shall provide, and maintain in clean order, temporary toilet facilities for use throughout the project duration. Locations shall be approved by the District.

**8. Preconstruction Meeting**

Immediately after execution of the Purchase Order and not less than five (5) days prior to commencement of work, a meeting will be held between the Fort Huachuca Accommodation School District, the Contractor, the major Subcontractors, to outline in general the procedures to be followed during the construction phase of the Project.

**9. Cleanup**

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged back to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put the site in a neat, orderly condition. District trash receptacles shall not be utilized without specific written approval.

**10. Worksite Safety Restoration**

The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the District. Awarded firm shall remove all old equipment, trash/waste from the worksite as a result of their efforts.

At the completion of the job, the site will be visually level, free of debris; any evidence that the site had been occupied will be gone.



**Fort Huachuca Accommodation School District  
Bid Cover Sheet (Checklist)**

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**NOTE:** It is strongly advised to utilize this Bid Cover Sheet for the bid package submission as a checklist to ensure all required documentation has been included and submitted properly.

Checklist	Initial each Box when completed
<b>Bid Pricing Submittal</b> – should include:	
<ul style="list-style-type: none"> <li>• <i>Guarantees of materials, warranty and workmanship</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Restatement of Work</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Schedule based on Notice to Proceed through Substantial Completion on your letterhead</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Intent to Warranty – required for applied coating systems only</i></li> </ul>	
<b>Bid Bond</b> – 10% of the Total Bid Project Cost	
<b>Performance Bond</b> – <i>within 48 hours</i>	
<b>Payment Bond</b> – <i>within 48 hours</i>	
<b>Subcontractor List</b> – should be completed and submitted in separate sealed envelope even if self-performing 100% of the work. Applied coating systems certification should be included, if applicable to any Subcontractors listed.	
<b>Vendor Payment Form</b>	
<b>Questionnaire</b>	
<ul style="list-style-type: none"> <li>• <i>Company Profile Information</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>References</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Copy of appropriate AZ Construction License(s)</i></li> </ul>	
<b>Deviations and Exceptions</b>	
<b>Confidential/Proprietary Information</b>	
<b>Familial Relationship Disclosure Statement</b> – <i>Notarized</i>	
<b>Amendment Acknowledgment Form</b>	
<b>Drug-Free Workplace</b>	
<b>Non-Collusion Statement</b> – <i>Notarized</i>	
<b>Certificate of Insurance</b> – <i>within 48 hours</i>	
<b>Offer and Acceptance</b> – <i>Signed</i>	
<b>EDGAR Compliance</b> - <i>Notarized</i>	
<b>I.R.S. W-9 Form</b> , Request for Taxpayer Identification Number	



**Fort Huachuca Accommodation School District  
Bid Submittal**

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**Bid Submittal for Demolition at Auxiliary Campus**

Bid submittal of \_\_\_\_\_,  
(Firm's Name)

PROJECT: Demolition at Auxiliary Campus, as per the specifications of this solicitation and the detailed stamped Drawings.

TO: **Fort Huachuca Accommodation School District (Owner)**

- In compliance with the Invitation for Bid and Instructions to Bidders, the Bidder named above hereby offers to furnish the materials and perform the Work for the Owner's Project designated above in strict accordance with the Terms and Conditions, Specifications, Schedules, Drawings, all other pertinent Contract Documents, and his own field verification of the project. The bidder further agrees, upon written notice of acceptance of this Bid at any time within sixty (60) days after the date of opening of the bids, that Bidder will execute the Contract in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within two (2) working days after a Notice of Award is presented for the following sums:

A. <b>Base Bid:</b> Demolition at Auxiliary Campus	\$
B. Cost of Performance Bond	\$
C. Prime Tax if base bid is over \$750,000	
D.	
<b>Total Bid Project Cost</b>	\$

- Enclosed is bid security as required consisting of \_\_\_\_\_ in the amount of (\$ \_\_\_\_\_). (Not less than ten percent (10%) of the proposed Total Bid Project Cost, including all additive alternates.)
- The Bidder hereby agrees that the above Base Bid includes a Cash Allowance of Zero and No/100 (\$0): If there are any funds remaining in the Cash Allowance after the Project has been fully completed, then upon final acceptance of the Project, the Contract Amount shall be reduced by the funds so remaining.
- It is understood and agreed that the work under the Contract Documents shall be commenced by the Bidder, if awarded the Contract for the Project, on the date specified as the Start Date in the Notice to Proceed issued by the Owner in the manner specified in the Contract and General Conditions, and shall be completed by the Contractor by sunset, on the 145 days following the notice to proceed. Substantial completion shall be reached by sunset on the 120 days after notice to proceed. If the Work is not completed by these dates, then the Bidder shall pay the Owner the amount of **one hundred and No/100 Dollars (\$100.00) per day** as liquidated damages.
- The Bidder offers the minimum workmanship warranty of 24 months: YES  NO
- The Bidder understands that the Owner reserves the right to reject any or all Bids or to waive any formality or technicality, as determined by the Owner in its sole discretion, in any Bid in the interest of the Owner.
- Provide a short Restatement of Work including product(s) being used to demonstrate understanding of the project:



**Fort Huachuca Accommodation School District**

**Bid Submittal**

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8. The Bidder confirms a site visit and understands the conditions of the site, the full scope of the work, and related areas. YES  NO  If no, document that you will ask for no change orders as a result of not having made a site visit and thereby asking any questions that could have arisen.

9. Are there any unresolved issues with your firm and the Registrar of Contractors? YES  NO  If Yes, explain:





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**Bid Bond**

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**PURSUANT TO RULE R7-2-1102 OF THE ARIZONA SCHOOL DISTRICT PROCUREMENT RULES  
(Penalty 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 Fort Huachuca Accommodation School 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 R7-2-1102 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 \_\_\_\_\_, 20\_\_\_\_.

Principal Seal Surety Seal

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Agency of Record

Agency Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_



**Fort Huachuca Accommodation School District**

Performance Bond (Sample)

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**PURSUANT TO R7-2-1103 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:**

of (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Fort Huachuca Accommodation School District, Cochise 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 \_\_\_\_\_ 2019, ("Contract") to construct and complete certain work described as \_\_\_\_\_, which Contract is hereby referred to and made apart 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 R7-2-1103, 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 \_\_\_\_\_, 2019.

PRINCIPAL Seal

By \_\_\_\_\_

AGENCY OF RECORD

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_





**Fort Huachuca Accommodation School District**

**Payment Bond (Sample)**

IFB: 2019-01

PROJECT: Demolition at Auxiliary Campus

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PO Box 12954  
Fort Huachuca, AZ  
85670

**PURSUANT TO R7-2-1103 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 Fort Huachuca Accommodation School District, Cochise 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 \_\_\_\_\_, 2019, ("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 R7-2-1103, 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 \_\_\_\_\_, 2019.

PRINCIPAL SEAL

By \_\_\_\_\_

AGENCY OF RECORD

Title: \_\_\_\_\_

Agency Address: \_\_\_\_\_

SURETY Seal

By \_\_\_\_\_ Title \_\_\_\_\_



**Fort Huachuca Accommodation School District**

**Subcontractors Submittal**

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This form should be completed and submitted in separate sealed envelope as a part of the bid submittal. Form is necessary even if Bidder plans to self-perform 100% the work.

OWNER'S PROJECT: Demolition at Auxiliary Campus, 67601 Cushing Street, Fort Huachuca, AZ 85613.

TO: Fort Huachuca Accommodation School District

In compliance with the Special Terms and Conditions to Bidders and in conformity with the Contract and General Conditions, the undersigned submits the following names of Subcontractors to be used in performing the work for the Project.

Note:

1. Successful bidder must furnish to the Owner the Arizona contractor's license number for each listed Subcontractor. ONE, and only one, Subcontractor shall be submitted for each portion of the work. The failure to list a Subcontractor for work not performed by Contractor's own forces or the listing of more than one Subcontractor for each portion of the work shall be considered non-responsive, and shall be grounds for rejection of the bid by the Owner, at the Owner's sole discretion. The List of Subcontractors shall be based on the "Base Bid" scope of work. Bidder shall denote where it is intended to use their own forces.

Subcontractor Work	Subcontractor Name	License #
Other:		



**Fort Huachuca Accommodation School District**

**Vendor Payment Form**

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ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS?	

**VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:**

1. I am duly authorized to certify the information requested herein.
2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.
3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.
4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Fort Huachuca Accommodation School District (FHASD) to guarantee contractual awards or agreements to my organization.
5. Updating information contained on this form is solely the duty of my organization.
6. My organization will not provide any product or service without first having in our possession an authorized FHASD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of FHASD and that I will have to obtain payment from the individual requestor.
7. My organization will direct all communication regarding FHASD Purchase Orders to the FHASD Procurement Office.
8. My organization will provide the Purchase Order number on all invoices submitted to FHASD. I understand that invoices received without this information will not be paid.
9. My organization will submit all invoices directly to FHASD Accounts Payable and not to the requesting department or school.

SIGNATURE	DATE
PRINTED OR TYPED NAME	TITLE



**Fort Huachuca Accommodation School District**

Questionnaire Attachment

IFB: 2019-01

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A. Provide the name and address of the primary contact person and servicing office location:

Name	
Title	
Company Name	
Full Address	
City, State and Zip	
Cell Phone Number	
Main Phone Number	
Email Address	
AZ Construction License(s) ROC # (Copies attached.)	

B. Number of years primary service office has been in business: \_\_\_\_\_

C. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

D. What is the client mix of the primary servicing office?

Public Entities (Cities, school district, etc.) \_\_\_\_\_ %

Corporate Business Entities \_\_\_\_\_ %

E. Number of other accounts the firm is currently providing similar services, based on location:

General Cochise County area \_\_\_\_\_

The rest of Arizona \_\_\_\_\_

F. Are there any pending reviews or litigation involving your firm in the past five years? YES  NO

If Yes, explain:

G. Have you had any complaints filed with the Better Business Bureau in the last five years? How were the complaints resolved? YES  NO

If Yes, explain:



**Fort Huachuca Accommodation School District**

Questionnaire Attachment

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H. Does your firm screen employee fingerprints?

--

I. Does your firm perform criminal background checks on employees?

--

J. Please list the key personnel for this project.

--

K. Does your firm test for drug use prior to hire?      YES     NO

L. Are all your subcontractors familiar with the federal requirements of this bid?      YES     NO

M. List three Arizona References of similar projects:

District/Owner	Contact	Cell	Email	Contract Term



**Fort Huachuca Accommodation School District**

Deviations/Exceptions Attachment

IFB: 2019-01

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Any deviation or exception to information found within the Invitation for Bid must be identified below. Any deviation, exception or the inability of the vendor to comply with a particular item found within the IFB must be clearly and fully stated. Failure to list any deviations indicates full compliance with the IFB.

Section	Page	Item	Reason for Deviation or Exception

Signed: \_\_\_\_\_ Date \_\_\_\_\_

	<b>Fort Huachuca Accommodation School District</b>		PO Box 12954 Fort Huachuca, AZ 85670
	Confidential/Proprietary Information		
	IFB: 2019-01 PROJECT: Demolition at Auxiliary Campus	Page 47 of 60	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a bid response that are proprietary or a trade secret, a process is outlined in A.A.C. R7-2-1006, which allows qualifying materials to be designated as confidential and excluded from disclosure.

This form must be completed and returned with the bid package, along with any supporting information to assist the District in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**Bidders must select one of the following:**

- My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record.
- My response **does** contain trade secret information because it contains information that:
  1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
  2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
  3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition.**

If the District agrees with the bidder's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Title



**Fort Huachuca Accommodation School District**

**Familial Relationship Disclosure Statement**

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All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Fort Huachuca Accommodation School District or any employee of Fort Huachuca Accommodation School District.

The undersigned, the owner or authorized officer of \_\_\_\_\_

(the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of FHASD or any employee of FHASD. If such a relationship exists, please explain:

Bidder/Employee	Name Related to:	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_





**Fort Huachuca Accommodation School District**

**Amendment Acknowledgement Attachment**

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This form should be used to acknowledge any/all Amendments that may be issued. The form does not have to be submitted within the bid package if no Amendment(s) is issued. Signatures provided on this document serve as confirmation that the Offeror has reviewed and acknowledges any change, clarification or modification made to the original bid and/or related documents.

Please sign and date below, where appropriate:

Amendment #1 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #2 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #3 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #4 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #5 \_\_\_\_\_ Date \_\_\_\_\_

Amendment #6 \_\_\_\_\_ Date \_\_\_\_\_





**Fort Huachuca Accommodation School District**  
Drug-Free Certification

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Indicate if your firm complies with the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME: \_\_\_\_\_

VENDOR'S SIGNATURE: \_\_\_\_\_

\_\_\_\_\_ No, the firm does not comply with the outlined policy above.



**Fort Huachuca Accommodation School District**

Non-Collusion Statement Attachment

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State of \_\_\_\_\_ )

\_\_\_\_\_ ) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, affiant,

\_\_\_\_\_  
(Print Name of Person Authorized to Sign Offer)

the

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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

That such submittal 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 submittal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

<b>Fort Huachuca Accommodation School District</b> Certificate of Insurance (Sample)		PO Box 12954 Fort Huachuca, AZ 85670
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## CERTIFICATE OF INSURANCE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE:
	<b>A</b>	
	<b>B</b>	

NAME AND ADDRESS OF INSURED:	COMPANY LETTER	
	<b>C</b>	
	<b>D</b>	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE		COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM		UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
		OTHER		

<p>THE FORT HUACHUCA ACCOMMODATION SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.</p>	<p>IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.</p>
--	--

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____  _____ AUTHORIZED REPRESENTATIVE
---	---



**Fort Huachuca Accommodation School District**

**Offer and Acceptance Attachment**

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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.

Company Name		For Clarification of this Offer, contact the following person:	
D-U-N-S Number		Name	
Federal Employer Identification No.		Phone	
Street Address		Fax	
City		E-mail	
State	Zip	<p align="center">_____  <b>Signature of Person Authorized to Sign Offer</b></p>	
Cost of your Bond as a _____ % (if applicable)			
		Title	

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
3. 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.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in the Uniform Terms and Conditions.
8. Certifies the Offeror has investigated all required fees, permits and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the costs of such fees, permits and requirements not otherwise indicated as provided by the District.
9. By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

*ACCEPTANCE OF OFFER*

The offer is hereby accepted.

The Contractor is now bound 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. 2019-01 for Demolition at Auxiliary Campus.**

The effective date of the Contract is \_\_\_\_\_, 20\_\_\_\_

The Contractor is 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Authorized signature of the District**

	<b>Fort Huachuca Accommodation School District</b> EDGAR Certifications		PO Box 12954 Fort Huachuca, AZ 85670
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**1. Federal Requirements**

**FHASD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to FHASD along with you Proposal submission**

The following certifications and provisions are required and apply when FHASD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**2. Required Contract Provisions For Non-Federal Entity Contracts Under Federal Awards**  
**Appendix II To 2 CFR Part 200**

**C. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when FHASD expends federal funds, FHASD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience** by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when FHASD expends federal funds, FHASD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. FHASD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if FHASD believes, in its sole discretion that it is in the best interest of FHASD to do so. Vendor will be compensated for work performed and accepted and goods accepted by FHASD as of the termination date if the contract is terminated for convenience of FHASD. Any award under this procurement process is not exclusive and FHASD reserves the right to purchase goods and services from other vendors when it is in FHASD’s best interest.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when FHASD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor



**Fort Huachuca Accommodation School District**

EDGAR Certifications

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**(D) Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when FHASD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when FHASD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by FHASD resulting from this procurement process.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by FHASD, the vendor certifies that during the term of an award for all contracts by FHASD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor



**Fort Huachuca Accommodation School District**

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**(G) Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by FHASD, the vendor certifies that during the term all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by FHASD, the vendor certifies that during the term of an award for all contracts by FHASD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by FHASD, the vendor certifies that during the term and after the awarded term of an award for all contracts by FHASD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor





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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by FHASD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

When FHASD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES  NO  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_ County of \_\_\_\_\_



**Fort Huachuca Accommodation School District**  
Request for W-9 Attachment

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Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► \_\_\_\_\_ Date ► \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# SEALED BID PACKAGE – MAILING LABEL

Submitted by:	
Address:	
City, State, Zip:	

**IFB #2019-01 for Demolition at Auxiliary Campus**

**Due: No later than January 17, 2019 by 11:00:00 AM (Mountain Standard Time)**

**Fort Huachuca Accommodation School District**  
**Attn: Business Office**  
PO Box 12954  
Fort Huachuca, AZ 85670

# SEALED BID PACKAGE – Hand Delivered LABEL

Submitted by:	
Address:	
City, State, Zip:	

**IFB #2019-01 for Demolition at Auxiliary Campus**

**Due: No later than January 17, 2019 by 11:00:00 AM (Mountain Standard Time)**



**Fort Huachuca Accommodation School District**  
Attn: **Business Office**  
21110 Hines Road  
*Fort Huachuca, AZ 85613*