GILA COUNTY
REQUEST FOR PROPOSALS

CENTRAL HEIGHTS AUDITORIUM REMODEL
GLOBE, ARIZONA

BID NO. 092210-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson , Member

County Manager
Don E. McDaniel Jr.

GILA COUNTY
REQUEST FOR PROPOSALS
BID NO.: 092210-1 CENTRAL HEIGHTS AUDITORIUM REMODEL

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to erect office structures as part of the internal remodel phase of the Central Heights Auditorium Building Remodel Project located at 5515 S. Apache Ave., Globe, Arizona.

SUBMITTAL DUE DATE: 11:30 A.M. AZ Time, Monday, December 6, 2010

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

Mandatory Walk Through: 2:00 P.M. Thursday, November 29, 2010, 5515 S. Apache Ave., Globe

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. Late proposals shall not be considered. The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Contractors may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposal should be directed to, Robert Hickman, Facilities Manager, (928)402-8591.

Questions regarding the general terms and conditions of this Invitation for Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: November 17 and 24, 2010

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: ____/____/____
Don E. McDaniel Jr., County Manager

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CONTRACT DOCUMENTS

This Invitation for Bid becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

- The documents included in this Invitation for Bid are listed below:
- Invitation for Bid
- Scope and Specifications
- Instructions to Bidders
- General Terms and Conditions
- Bid Form(s)
  - Qualification and Certification Form
  - Reference List
  - Price Sheet
  - No Collusion Affidavit
  - Intentions Concerning Subcontracting
  - Legal Arizona Workers Act Compliance
  - Anti-Terrorism Warranty
  - Surety (Bid) Bond
  - Contractor Checklist & Acknowledgment of Addenda
  - Offer Page
- Plans:
  - Floor Plan Drawing
  - Lighting Design
  - Fire System Design
  - HVAC System Design
  - Door and Frame Schedule

Requirement of Contract Bonds

Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a Contract to perform the proposed work in accordance with the plans and specifications. All bonds shall conform to the requirements of A.R.S. '34-222 and '34-223.

Performance Bond and Labor & Material Bond

Performance Bond and Labor & Material Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate, together with the executed Owner Contractor Agreement, within five (5) days after notification of award of the Contract.

SPECIFICATIONS AND SCOPE

Gila County Public Works is asking for bid proposals to complete the remodel phase of the Central Heights Auditorium. The building is a 6,030 sq. ft. single-story concrete masonry (cmu) building. The building is located at 5515 S. Apache Ave., Globe, Arizona and is part of the Central Heights Complex.

This building shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended March 22, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928) 402-8513.

The work covered by this project consists of furnishing all labor, equipment, and materials to supply and erect office structures in the auditorium building at 5515 S. Apache Avenue in Globe, AZ, in accordance with "Instructions to Bidders", "Scope and Specifications", "Drawings and Plans" and the "General Terms and Conditions" provided.

NOTE: There will be a mandatory walk through held Monday, November 29, 2010 at 2:00 PM, 5515 S. Apache Ave., Globe, AZ.

SPECIFICATIONS

DESIGN

Refer to Floor Plan Design.

Uniform Building Code B for occupancy type construction including all related National Codes of construction to obtain plan check review and approval for the work identified herein by the following governing agencies having jurisdictional authority:

- Gila County Building Safety Department
- Office of Arizona State Fire Marshall

CEILING

Eight (8) foot grid ceiling.

UTILITIES

Water

Located adjacent to electrical, above ceiling.

Contractor will be responsible for running into restroom facilities and break room sink.

Sewer

Sewer line is located inside southeast corner of building.

Specifications & Scope cont.....

Electrical

The contractor shall provide all materials and labor to install and energize the following:

- 1 – 400 amp 480/277 volt 3ph sub-panel
- 1 – 112.5kva dry step down transformer
- 1 – 400 amp 208-120 volt 3ph Nema 1 sub-panel with main circuit breaker and auxiliary lugs feeding 2nd 400 amp 208/120 volt 3ph sub-panel
- 1 - 400 amp 480/277 volt 3ph ASCO automatic transfer switch used to power the new sub-panels in this project. The transfer switch is to be located in the generator compound along the same wall as existing transfer switches.
- 1 – 250 amp 480/277 volt 3 pole circuit breaker, buss adapters, and dead front cover will need to be installed in generator panel (existing Siemen's panel catalog number P4E60 ML 800ABS) to feed generator power to new ASCO transfer switch.

Any where asphalt or concrete needs to be removed material will be saw cut. Patch area needs to be compacted and patched with concrete. All patch work must match existing grade not causing any trip hazard or drainage issues.

All work is to be completed in compliance with local code requirements. Contractor is responsible for acquiring required permits from Gila County and scheduling inspections.

All electrical panels and circuit breakers should be same brand and style that is currently in use throughout the existing complex.

Note:

1. The existing run of parrell 3" conduit should be extended and used for this project.
2. The existing service entrance section has a spare 400 amp 3 pole circuit breaker installed and should be used for this project.
3. The model numbers of equipment that is currently being used in this complex is:
   - Transformer Sieman's catalog number 3F3Y112 112.5KVA 3PH Dry Step Down
     Primary 480 volt (line-line)
     Secondary 208 volt (line-line), 120 volt (line-neutral)
   - Sub-Panel Siemen's Indoor
     PIC42JX 400 ABS 208Y/120 3 PH 4 wire with main breaker
   - Sub-Panel Siemen's Indoor
     PIC30ML400ATS 480/277 3PH 4 wire

LIGHTING

Refer to plans for specifications.

Specifications & Scope cont.....

FIRE SYSTEM

Refer to plans for specifications.

Note: Fire system designed by Experienced Fire Sprinkling Inc. For questions please contact them at 623-694-7320.

COMPUTER/TELEPHONE/TELEVISION

Telephone and County computer rough-ins to be 2x4 recessed j-boxes. County I.T. Department will coordinate the installation of data runs.

WATER HEATER

One five (5) gallon electric water heater will be located under the sink in break room. Hot water heater will run to break room and restroom sinks.

HVAC

Refer to plan specifications. (TRANE units.)

DOORS

Refer to plan specifications.

- Contractor shall verify door count.
- Exit doors at public areas shall be openable from the inside without the use of a key or any special knowledge or effort.
- There shall be a floor landing on each side of the door.
- Where access for persons with disabilities is required by IBC 2008, the floor or landing shall not be more than ½" lower than the threshold of the doorway.

Exterior Doors

1. Two (2) main entry doors, one on northwest and one on southwest side of building inside complex grounds.
   - Hollow metal double doors with ¼" tempered glazing
   - Removable mullion installed at each double door.

2. One (1) single hollow metal door on south side of building.
   - Requires cut in CMU wall for installation

Interior Doors

1. Twenty-two (2) single wood doors with wood veneer finish.

2. Two (2) single wood doors with full ¼" tempered glazing.
   - Security key pads installed on each door.

Specifications & Scope cont.....

RESTROOM

There will be a total of two (2) restrooms located side-by-side (one men's and one women's) on the southeast corner of building. Sewer is plumbed in at that point. Contractor shall complete plumbing and installation as follows:

- Water Closet
  - Two in women's restroom, one of them ADA compliant.
  - One in men's restroom ADA compliant.
- Urinal
  - One in men's restroom
- Lavatory
  - One located in each restroom

BREAKROOM

Contractor shall work directly with County Project Manager concerning all millwork.

Sink with storage cabinets to be located on south side wall of break room. Contractor shall plumb and install as per plan design.

INTERNAL WINDOWS

Elections Ballot Rooms

Three (3' x 4') windows with mullions shall be installed in the upper half of the wall between the elections ballot tabulation room and intake room.

Public Fiduciary Receptionist Area

One (4'H x 6'L) pass thru window with center slider.
Overhead track with jambs, rollers, guides and ¼" tempered glazing.

FURRING FOR WALLS

All inside masonry walls shall be furred out with 2x2 furring strips and 5/8' commercial sheet rock.

The southeast wall shall be furred 6" for plumbing for restrooms and break room.

MILLWORK

All millwork done shall be in accordance with AWI Standards using high pressure laminating over ¾" particle board with all exposed surfaces laminated, melamine interiors, adjustable shelving, concealed hinges, wire pulls, and heavy duty drawer guides.

Contractor shall work directly with County Project Manager concerning all millwork.

Specifications & Scope cont.....

EXTERIOR

The Contractor shall paint the exterior south, east, and west walls of building to match the existing buildings in the complex.

Contractor shall complete all necessary repairs to stucco and façade of building.

SAFETY AND LOSS CONTROL

The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of Contractors to perform the Scope of Work as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of Contractor(s) from further consideration.

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Contractors cont.....

Amendments

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all Contractors in the following manner:

1. Completion of the Contractor Checklist & Acknowledgment of Addenda form on page 39.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manners may result in a proposal being rejected as non-responsive.

Inquires

A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, Contractor(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits.

   Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Proposal results ARE NOT provided in response to telephone inquiries. The bidder must be present at bid opening for proposal results. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format

It is requested that one (1) Original and two (2) copies, three (3) TOTAL, with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

NOTICE: SURETY (BID) BOND FORM MUST ACCOMPANY BID SUBMITTAL.

Instruction to Contractors cont.....

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The Contractor 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.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Contractor. The words "REQUEST FOR PROPOSAL" with Proposal Title "CENTRAL HEIGHTS AUDITORIUM REMODEL", Contract Number, "092210-1", Date "DECEMBER 6, 2010", and Time "11:30 AM" of Proposal opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

Information Requests

Request for additional information relating to the instructions or general conditions of this Bid should be directed to: Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us

Requests for additional information relating to specifications should be directed to: Robert Hickman 928-402-8592, rhickman@co.gila.az.us

Interpretations, Addenda

Gila County will not be responsible for bidders adjusting their bids based on oral instructions by any member of the County staff or by the County's contracted consultant or agent. Bids deviating from the specifications contained herein by any means other than an authorized addendum by the Public Works Division will be subject to rejection.

Should a Bidder find an ambiguity, inconsistency or error in the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Facilities Manager, who will prepare a written addendum. The County will not be responsible for oral instructions or information. In the event questions are received less than five (5) days before the bid opening, a determination will be made by the Facilities Manager whether there is time to send a written addendum.

Instructions to Contractors cont.....

Questions or interpretations required by contractors, suppliers, dealers and other participants bidding, shall be directed to the Facilities Manager. Each bidder shall designate a specific individual from their organization to communicate with the Facilities Manager.

Any Addenda issued by the County during the time of bidding are to be included in the Bid, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided.

Addenda will be mailed to each person or firm recorded as having attended the mandatory walk through.

Contract Award

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Instructions to Contractors cont.....

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Form Signatures

The Bid Form Page(s) must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. **All documents must be signed with original signatures.** Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Bids must be presented sealed in an envelope. Bidders must enter their company name and Invitation for Bid number in the upper left corner of the envelope.

Bids must be delivered to the Gila County Public Works Division, Guerrero Building, 1400 E. Ash Street, Globe, AZ 85501.

Total Bid Cost

Bids will be evaluated and recommended for award based on the total bid cost including all applicable taxes.

The Total Bid Cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

Instructions to Contractors cont.....

Permits

The Contractor shall be responsible for the securing of any applicable permits. Permit Fees associated with this Contract will be waived.

Registered/Licensed

To be considered responsive, Contractors must be registered / licensed in the State of Arizona at the time of bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment or materials. Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

The Bidder shall submit **2 copies** of a written Request for Substitution to the Public Works Office at least five (5) calendar days prior to the original Bid opening date. Requests for substitution submitted to the County's contracted Consultant or other County Staff shall not be reviewed. The submittal envelope MUST be clearly marked with Invitation for Bid number and "REQUEST FOR APPROVED ALTERNATE" and must be time and date stamped by the Public Works Division by 1:00 P.M. November 2, 2010. Late requests shall NOT be considered. The Request shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the County.

Approved Alternate

The Facilities Manager will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Facilities Manager shall give notice of rejection to the Bidder submitting the Request.

The Public Works Administration, if the Request is accepted, shall issue a written addendum to the Invitation for Bid specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm who will be submitting the bid to the County in response to this solicitation. Therefore the County will not entertain any submittal for an approved alternate from any party not meeting the above definition of "bidder".

Instructions to Contractors cont.....

Taxes

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

Laws & Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACTORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, Bidders OFFER PAGE, and Exhibit "D" Contractors Qualification and Certification forms(s) pages 20-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP.

The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected.

The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award.

Award Agreement cont.....

No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee.

Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

Award Agreement cont.....

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Public Works files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

Negotiations with Individual Contractor's

1. Gila County Public Works Department shall establish procedures and schedules for conducting Negotiations. Disclosure of one Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

    a. Any Response to a request for Clarification of a Proposal shall be in writing.
    b. The Public Works Department shall keep a record of all Negotiations.

2. For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

    a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
    b. Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

3. Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

    a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
    b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Contractor submitting this request.

Award Agreement cont.....

Termination

Termination for Convenience: County reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Contractors, Suppliers or Subcontractors which Contractor could reasonably have been avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Termination for Cause: County may also terminate this contract or any part hereof with fourteen (14) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Facilities Manager, and failure to provide County, upon request, with adequate assurances of future performance shall all be causes allowing County to terminate this contract for cause. In the event of termination for cause, County shall not be liable to Contractor for any amount, and Contractor shall be liable to County for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that County has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or County law, regulation or ordinance, the County may terminate this contract immediately upon giving notice to the Contractor.

Funds Appropriation

If funds are not appropriated by the Board of Supervisors to continue this Contract and for the payment of charges hereunder, the County may terminate this Contract at the end of the current fiscal period. The County agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

Acceptance/Agreement

Any agreement made pursuant to this Invitation for Bid must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions.

Award Agreement cont.....

Any terms proposed in Contractor's acceptance of County's offer which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the County in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the County shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the County and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the County to the contrary in writing within ten (10) days of receipt of the Agreement.

Force Majeure

The County shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the County's control which shall make such acceptance impossible or impractical.

Conflict of Interest

The County may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the County is received by all parties to the contract, unless the notice specifies a later time under A.R.S. §38-511.

Patents

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the Gila County and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the County against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The County may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship.

Award Agreement cont.....

Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to County, when notified of such nonconformity by County, provided County elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by County in doing so. Contractor recognizes that County's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for the costs, delays, or other damages which County has incurred.

Quality Standard of Materials

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

Subcontractors

During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the County. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

Successors & Assigns

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

Assignment

No right or interest covered by this contract shall be assigned in whole or in part without the prior written consent of the County.

Award Agreement cont.....

Execution of Notice of Award

The Contractor shall execute the Notice of Award with Gila County within ten (10) days after receipt.

Liquidated Damages

For each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Facilities Manager, the sum per calendar day per M.A.G. Spec 108.9, Table 108-1, may be deducted from monies due to or to become the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the County and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Supervision by Contractor

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor.

Clean Up

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work.

Inspection

a. Inspectors may be stationed on the work to report to the Facilities Manager or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

b. In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the County. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Award Agreement cont.....

c. Inspection or supervision by the Facilities Manager or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

Hindrances & Delays

In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the County is responsible, the Contractor and the County shall negotiate to determine the amount of such damages. This provision is effective only if the delay caused by the County is unreasonable under the circumstances and was not within the contemplation of the parties. This provision shall not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

Equal Employment Opportunity

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

Loss & Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

Protection of Finished or Partially Finished Work

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the County.

Any payment for completed portions of the work shall not release the Contractor from such responsibility; however, he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the County.

Award Agreement cont.....

Final Acceptance

"Final Acceptance" shall mean a written final acceptance of the work by the Facilities Manager in the form of the Notice of Final Acceptance. The Facilities Manager or his Designee shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

Dumping & Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

Changes in Contract Price

The Contract Price may be changed only by a written Change Order issued by the County. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.

Changes in Contract Price

The County may at any time, as the need arises, order changes within the scope of the WORK without invalidating the CONTRACT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by written CHANGE ORDER.

The County will execute a formal CHANGE ORDER based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All CHANGE ORDERS are subject to approval by the County.

The County, also, may at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK not affecting contract price or time. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within one (1) day after the receipt of the Field Order, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER. If the Contractor performs work authorized under a Field Order and subsequently requests a Change Order for that work, the County shall not be obligated to issue a Change Order.

Award Agreement cont.....

Workmanship

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

Local Conditions, Rules & Regulations

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Gila County, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract.

For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Gila County or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the Gila County to Contractor pursuant to this Contract.

The Gila County or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The Gila County shall give Contractor or Subcontractor reasonable advance notice of intended audits.

Contractor shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

Guarantee-Warranty

The provisions of Special Provisions and Specifications shall apply with the following additional requirements:

1. Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the County, the County may perform the necessary work and the Contractor hereby agrees to reimburse the County for the actual cost.

Award Agreement cont.....

2. The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.

Storage & Staging

Bidders are advised to contact the Gila County Facilities Department to determine the requirements for obtaining permission for staging and storage areas they propose to use.

Storage areas shall be fenced. The Contractor shall obtain written approval from the property owner for staging and storage area use. This approval shall contain any requirements which are a condition of this approval.

Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

Contractor Safety Program

The industrial environment in which the Contractor for Gila County operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the Gila County loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The Contractor will be required to attend a County safety briefing session at the pre-construction meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement. The session shall be attended by the Facilities Manager and a Contractor's representative.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least 24 hours in advance of the next meeting.

Accident/Injury Procedure: Contractor shall contact the Facilities Manager and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Award Agreement cont.....

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

Chemicals

Contractors must agree to provide material safety data sheets for all substances that are delivered to Gila County, that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, Section 1910 - 1200 Hazard Communication (reference-Occupational Safety and Health Standard, Subpart - 2 Toxic and Hazardous Substances - Hazardous Communication Standard).

All Contractors using chemicals on Gila County property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a Gila County Facilities Manager prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-2 Toxic and Hazardous Substances-Hazard Communication Standard, Section 1910-1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact Gila County Facilities Department for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

INSURANCE PROVISIONS

Indemnification Clause

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as Indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language:

   "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Builders' Risk Insurance or Installation Floater** $_____

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insured's** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.

e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a **waiver of subrogation** against the County of Gila.

g. Contractor is responsible for the payment of all policy deductibles.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by

   the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, Director Public Works, 1400 E. Ash Street, Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Steve Stratton, Director of Public Works, 1400 E. Ash Street, Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 092210-1 Central Heights Auditorium Remodel

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. . The subcontractors ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.

Qualification & Certification form cont.....

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

4. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

PRICE SHEET

Provide the total lump sum price proposed for this project on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Contractors Name: _____ **Phone No.:** _____

CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT GLOBE, ARIZONA	
Cost allowance for Millwork	$ 12, 000.00
TOTAL LUMP SUM BID (Amount proposed shall include all taxes)	$ _____

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **BID NO. 092210-1 Central Heights Auditorium Remodel** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ My Commission expires: _____Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 092210-1 CENTRAL HEIGHTS AUDITORIUM REMODEL, GLOBE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

☐ It is my intention to subcontract a portion of the work.

☐ It is not my intention to subcontract a portion of the work.

_____
Name of Firm

_____
By: (Signature)

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

GILA COUNTY

SURETY (BID) BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT
GILA COUNTY, ARIZONA, BID CALL NO. 092210-1

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, 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.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

By

Title

Surety

By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me

this _____ day of _____,2010

My commission expires: _____
Notary Public

CONTRACTOR CHECKLIST & ACKNOWLEDGMENT OF ADDENDA

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICE SHEET	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS CONCERNING SUCONTRACTING	_____
ARIZONA WORKERS ACT COMPLIANCE	_____
ANTI-TERRORISM WARRANTY	_____
OFFER PAGE	_____
SURETY (BID) BOND	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2010

_____
Firm:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Bid No. 092210-1 Central Heights Auditorium Remodel. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before Monday, December 6, 2010, 11:30 am.

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Proposal Document.

Signature also certifies the Contractors proposal is genuine, and is not in any way collusive or a sham; that the Proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the Proposal has not revealed the contents of the Proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a Proposal to, or in any way colluded with, the Contractor submitting this Proposal.

Contract Number: 092210-1 Central Heights Auditorium Remodel Project

Contractor Submitting Proposal:

_____
Contractor Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in RFP No.: 092210-1 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 092210-1**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2010

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

CENTRAL HEIGHTS REMODEL PROJECT, GLOBE,
GILA COUNTY, ARIZONA, PROJECT 092210-1

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in it's intended manner.

_____

(Officer, Partner, Owner) **Date**

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENTALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and_____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____
Holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **CONTRACT NO. 092210-1, CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT, GILA COUNTY, ARIZONA,** which contract is hereby referred to and made a part thereof 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in suit on this bond shall recover as part of the judgment such responsible attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2010.

_____
Principal **Seal**

_____
By:

_____
Surety **Seal**

_____
By:

_____
Agency of Record

_____
Agency Address

_____
Address

_____
Phone Number

STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENTALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____dollars($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **CONTRACT NO. 092210-1, CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT, GILA COUNTY, ARIZONA,** which contract is hereby referred to and made a part thereof 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in suit on this bond shall recover as part of the judgment such responsible attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2010.

_____
Principal **Seal**

_____
By:

_____
Surety **Seal**

_____
By:

_____
Agency of Record

_____
Agency Address

_____
Address

_____
Phone Number