
**Gila County
RFP # 103111-1
S.O. Tower Installation &
Radio Equipment
Relocation Project**

January 11, 2012



January 11, 2012

Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

Re: Bid Call 103111-1 S. O. Tower Installation & Radio Equipment Relocation Project

Dear Madam and Sirs:

Creative Communications Sales & Rentals, Inc. (Creative Communications) appreciates the opportunity to respond to Gila County's request for proposals (RFP) to provide and install a used 80-foot self-supporting tower and to move all radio/communications/ancillary support equipment from one location to another. Arizona-owned and -operated Creative Communications has been delivering innovative land-mobile radio and data communications solutions since 1987. Arizona State Contractor's License Number ROC188929 (Class L-5 Two-Way Radio Systems) serves as evidence that Creative Communications is currently licensed to contract the work indicated in the bid specifications with the assistance of Advanced Tower Services, Inc. (ROC235800 Class AE Communication Towers).

The attached response includes specific information from Creative Communications in response to the terms, conditions, and specifications described in the RFP and Addendum #1 dated December 21, 2011. This response will remain valid for as long as the tower is available or 60 days from this date, whichever comes first. The response is conditioned upon the County's acceptance of the terms and conditions contained in it, or a negotiated version thereof.

Should you have any questions about the information contained in this response, please feel free to contact your Creative Communications Account Executive, Doug Buxbaum, at (602) 353-5507. We at Creative Communications Sales & Rentals, Inc. look forward to working with Gila County to install the Sheriff's Office tower and relocate the associated radio equipment.

Sincerely yours,

Jacqueline S. Bals
Chief Operating Officer

PHOENIX
3332 E. Broadway Rd
Phoenix, AZ 85040
p. 602-955-8405
f. 602-955-1049

TUCSON
3600 S. Palo Verde Rd, Ste 105
Tucson, AZ 85713
p. 520-747-1516
f. 520-747-0407

FLAGSTAFF
4025 E. Huntington, Ste 100
Flagstaff, AZ 86004
p. 928-779-2929
f. 928-522-0333

LAKE HAVASU CITY
3509 Maricopa Ave
Lake Havasu City, AZ 86406
p. 928-680-4333 or 928-763-9041
f. 928-680-4512 or 928-763-9049

SHOW LOW
501 N. 9th Place
Show Low, AZ 85901
p. 928-537-7459
f. 928-537-3575



MOTOROLA SOLUTIONS

Radio Solutions Channel Partner

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 103111-1 S.O. Tower Installation & Radio Equipment Relocation

The Contractor submitting this Bid warrants the following:

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

Creative Communications Sales & Rentals, Inc.

3332 E. Broadway Road, Phoenix, AZ 85040

(602) 955-8405 and (800) 767-8405

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X 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 X 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 prior to contract expiration (under your firm's present or any previous name)? Yes X 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 as part of the evaluation:**
- * a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon 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 Arizona ROC, contact name and phone # must be included.
 - ** f. Gila County reserves the right to request additional information.
 - *** g. Contractor and their employees must sign a waiver and submit to a background check, and an E-Verify Check.

Qualification & Certification continued...

Creative Communications: .84

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** Advanced Tower: .89
(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.

Creative Communications: ROC188929 (Class L-5 Type C)

6. **Current Arizona Contractor License Number:** Advanced Tower: ROC235800 (AE Communications Towers)
(If Applicable)

* See the following five pages for a brief history of Creative Communications Sales & Rentals, Inc. and the specific qualifications the firm possesses in supplying the specified services.

** Creative Communications acknowledges and will comply.


Signature of Authorized Representative

Jacqueline S. Bals

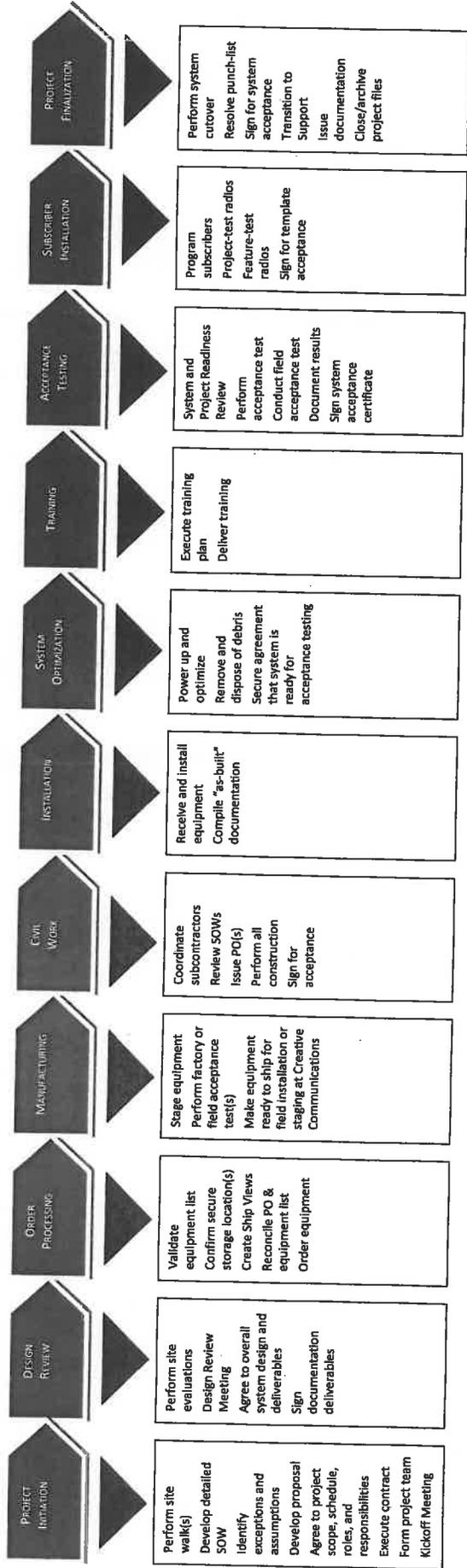
Printed Name

Chief Operating Officer

Title

*** As Creative Communications' employees are not hereby candidates for employment with Gila County, and as it is standard business practice to limit background investigations related to performance of work of the same nature as defined by Solicitation Number 103111-1, we shall only agree to our employees signing waivers that limit the information and sources of information to publicly-available documents and law enforcement data-bases. Creative Communications performs E-Verify checks on prospective employees and acknowledges and will comply with the County's requirement for E-Verify checks. At no time will Creative Communications require employees to agree to Gila County obtaining or contacting any and all sources of information that the Gila County Sheriff's Office, at its sole discretion, may deem necessary to obtain or contact in the course of background investigations related to Solicitation Number 103111-1 or any contract(s) resulting from Solicitation Number 103111-1. At no time will Creative Communications require employees to release from liability and promise to hold harmless under any and all possible causes of legal action any officer, agent, or employee of Gila County or the Gila County Sheriff's Office who may conduct a background investigation that includes obtaining or contacting sources of information beyond publicly-available documents and law enforcement databases; or release from liability and promise to hold harmless under any and all possible causes of legal action the political subdivision, the Gila County Sheriff's Office, or any of its officers, agents, or employees for any statements, acts, or omissions in the course of such a background investigation. At no time will Creative Communications require employees to waive any legal privileges including, but not limited to, the attorney-client privilege, the physician-patient privilege, the psychotherapist-patient privilege, the clergyman-penitent privilege, the husband-wife privilege, and the accountant-client privilege. Creative Communications shall not release any rights of action arising from the denial of bid award opportunity based on information received from any background investigation of employees that obtains or contacts sources of information beyond publicly-available documents and law enforcement databases.

Creative Communications' Project Management Methodology



Creative Communications' project management methodology is a traditional phased approach based on the five process groups of the project lifecycle: 1) initiating, 2) planning, 3) executing, 4) controlling and monitoring, and 5) closing. It was designed by seasoned project managers in the communications industry utilizing Project Management Institute best practices, and has been honed over years of successful application in the field. Illustrated above are the 11 phases of the approach, with examples of the work typically performed in each phase; although, not all phases are required on all projects. A work breakdown structure (WBS) is developed to clearly identify the work to be performed during each project phase. Products of the methodology include a suite of deliverables—processes (e.g., risk assessments, mitigation plans, ways of communicating key information in a rapid fashion, etc.) and documentation—specific to the project. Creative Communications' standard documentation set has been designed to meet the needs of a broad range of business situations, documentation requirements, and knowledge transfer goals. It includes a project schedule, status reports/schedule updates, meeting minutes, action item logs, site evaluation reports, an acceptance test plan, design documentation, and acceptance test procedures.

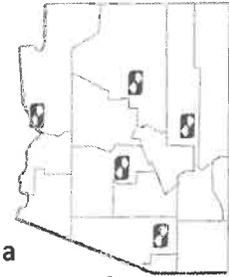


103111-1 S.O. Tower Installation & Radio Equipment Relocation Project**Brief History of Firm**

Since 1987, Arizona-owned and -operated Creative Communications Sales & Rentals, Inc. (Creative Communications) has sustained clients in virtually every industry with:

- state-of-the-art communications equipment
- expert professional and technical services—including vehicle upfitting/make-ready
- a substantial radio equipment rental program that also provides events support

We currently have over 90 employees serving clients out of our Phoenix, Tucson, Flagstaff, Show Low, and Lake Havasu City facilities.



As a Motorola Manufacturer's Representative and Premier Service Center, Creative Communications is authorized to sell and service Motorola's full line of communications and data technology products. We are a perennial top-10 finisher nationwide in Motorola sales and service rankings. Our Phoenix facility is a certified Motorola Factory Mutual (FM) Approved repair facility—the only one west of Houston, Texas—and serves as proof that Creative Communications maintains the highest standards in employee technical training, quality assurance, procurement process, and service equipment maintenance. Our sales, management, and technical professionals—averaging more than 25 years of experience—effectively extrapolate all their Motorola knowledge and exceptional skills for projects that revolve around products of the many other industry-leading communications and data technology companies for which Creative Communications is a dealer and/or manufacturer representative: CSI, Dekolink, Andrews, David Clark, Daniels Equipment, Federal Signal, Firecom, NICE, PIPS Technology, Tait, Telex/Vega, Sinclair, Symbol, Whelen, ICOM, Vertex, and many more. That breadth of knowledge and dedication to excellence—the *Creative Advantage*—are why Creative Communications has been entrusted to complete large-scale projects for Raytheon Missile Systems, PHI Air Medical, Freeport-McMoRan Copper & Gold, Phoenix International Raceway, US Airways, the Professional Golfers' Association PGA TOUR, Jobing.com Arena, nearly all of the area municipalities (including the cities of Avondale, Chandler, Glendale, Mesa, Peoria, Phoenix, Scottsdale, Surprise, Tempe, and Tucson), and many other prominent organizations.

Creative Communications offers Gila County and the Gila County Sheriff's office a unique combination of innovative technology, extensive market experience, and the ability to design, integrate, and seamlessly implement the various technologies that this project requires.

Specific Qualifications of Firm

Creative Communications has designed and delivered wireless communications solutions in Arizona for going on 25 years. We have a depth of talent second-to-none, including the largest team of Motorola-trained and -certified technical professionals in the state. We recruit professionals with both applied and theoretical knowledge and we keep their skills current through formal training. Creative Communications and its professionals hold notable certifications such as:

- Electronics Technicians Association International (ETA) certifications
 - Certified Service Center

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- Certified Service Manager
- Registered Certified Electronics Technician (CET) Associate
- Registered CET Journeyman
- Wireless Communications (WCM) Certification
- Certified R56 Installer
- ETA Wireless Communications/U.S. Motorola Service Stations (WCM/USMSS) Certification
- NICE Technical Certification (voice recording)
- Motorola Certifications
 - PartnerSelect Certified
 - MCD (mobile computing device) Technical Certification
 - Wireless LAN Platform Technical Certification
 - PBN (private broadband network) Technical Certification
 - RFS6000-7000 Product Certification
 - AirDefense Technical Certification
 - VC6096 In-Vehicle/Fixed Mount Mobile Computer Product Certification
 - WS5000 Wireless Switch Product-specific Technical Certification
 - Motorola R56 Standards and Guidelines for Communications Sites
 - MOTOTRBO™ Connect Plus
 - MTR 3000 Base Stations and Repeaters
 - XPR 8300 Repeater
- Motorola Premier Service Center
- Motorola Service Shop (MSS)
- Authorized Motorola Warranty Service
- Motorola Wireless Field Engineer (MWFE)
- FM-Approved repair facility, which authorizes our technicians to service equipment Motorola has designated *intrinsically safe* (otherwise, such post-warranty equipment would have to be sent to a Motorola depot for service)
- Point-to-Point unlicensed Ethernet bridges and microwave links certified
- Point-to-Point licensed Ethernet bridges and microwave links certified
- Tower climbing certified
- Mine Safety and Health Administration certified
- Project Management Institute (PMI) Project Management Professional (PMP)

Creative Communications' expertise and experience across the spectrum of communications projects has given us the perspective to be able to think and act systemically, which has prompted us to invest in strategic partnerships. Simply put, we believe there is value in teams comprised of specialists. For example, the equipment, licensing, insurance, and training that are unique to construction and tower specialists are most cost effective when applied exclusively to a large number of tower construction projects. With Creative Communications' understanding of the context of the problem the Sheriff's Office tower will solve, we can bring in a tower specialist to deliver that component of the overall solution as efficiently as possible.

One excellent full-service communications site construction firm is Albuquerque-based Advanced Tower Services, Inc. (Advanced Tower). The firm specializes in new construction/construction management

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and remodeling (including installation of pre-fabricated buildings, electrical, grounding, and generators) and recently completed three major tower projects for the City of Phoenix.

- Dove Valley Communications Site Project—worth \$610,000—completed in September 2010.
- South Mountain TV Towers Project—worth \$770,000—completed in December 2011.
- Towers Mountain Communications Site Project—worth \$886,000—completed January 2011.

During the past six years, Advanced Tower has also constructed several cell sites in Arizona for Sprint Nextel, several microwave towers in greater Phoenix for BNSF Railways, and a tower on the roof of the Chase Bank building in downtown Phoenix. The firm's history of building public safety communications sites in other states includes:

- Eddy County, New Mexico - This large project entailed constructing five new communications sites for Eddy County's Office of Emergency Management. Advanced Tower furnished and installed three 480' guyed Sabre towers and two 160' self-supporting Sabre towers with five Modular Connections concrete communications shelters, five Generac generators, site fences, and R56 site grounding in preparation for a new Motorola VHF P25-Capable Simulcast System.
- San Juan County, New Mexico - As primary general contractor, Advanced Tower furnished and installed a 140' self-supporting Dielectric Communications tower with a Modular Connections concrete shelter for the San Juan County Fire Department. Installation of site fencing, gravel, and site grounding (in accordance with Motorola's R56 Standards) was included in the project.
- Federal Law Enforcement Training Center (Glynco, Georgia) - This high-profile project for the Department of Homeland Security consisted of furnishing and installing a 210' self-supporting Sabre tower, a Modular Connections concrete shelter, a generator, and a UPS system for use with a Motorola VHF Smart-Zone Trunked Radio System. The project also included site grounding in accordance with Motorola's R56 Standards.

Creative Communications teams with Advanced Tower to deliver complete communications solutions to clients who need a single source managing the entire project lifecycle. We have worked with them and other tower specialists in both prime and subcontractor roles on projects of all sizes, from bare-ground design/build to complete replacement of damaged structures. Specific examples of where we have managed tower projects much as Gila County Sheriff's Office requires include:

- Bullhead City Public Safety Core Backbone – Creative Communications (prime) and Advanced Tower (subcontractor) procured communications antenna systems to support the City's public safety core backbone (licensed and unlicensed microwave point-to-point, VHF, UHF, 800 MHz RF, and camera monitoring equipment) and installed the systems on the Dispatch and Christmas Tree Pass towers.
- City of Tolleson New Police Dispatch Center – Creative Communications was the lead on this project on which Patriot Towers, Inc. (Patriot) constructed a 70-foot self-supporting tower to accommodate equipment for local communications plus point-to-point microwave communications with other City facilities (one omni-directional antenna at the top, a second

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VHF omni-directional antenna at the 50-foot mark, and ample space reserved for future point-to-point microwave and other antennas). Patriot also constructed the foundation and a self-contained shelter to house the City's radio repeater and Public Works VHF base station in an air-conditioned cabinet. Creative Communications installed the repeater and base station, as well as a two-position MCC5500 console and two new Motorola XTL5000 base stations. We also moved two Department of Justice interoperability base stations and roof-mounted the associated base station antennas.

- Town of Buckeye Police Department Communications Tower Replacement – Creative Communications technicians were dispatched to ensure continued RF service for the Town's public safety radio system immediately after a massive dust storm toppled the 60-foot tower. The next day, a Creative Communications-Patriot team removed debris and set up temporary equipment for uninterrupted Police radio coverage. As connectivity with the Regional Wireless Cooperative (RWC) depended on a new tower, the Town engaged Creative Communications under Town Procurement Code Section 24-3-4/Emergency Procurements. We kept Patriot on our team and they constructed a 180-foot tower and shelter, with potential for the Town to generate revenue through the additional unused capacity.
- Freeport-McMoRan New Repeater Site – As a team, Creative Communications (prime) and Patriot (subcontractor) supplied and installed an 80-foot communications tower, eight omni-directional base station antennas, eight lightning arrestors, one shelter, one generator, four control stations, and eight Freeport-McMoRan-supplied repeaters at the Safford mine.

For all our experience, our professionals' expertise, and our strategic partnerships, Creative Communications could not consistently deliver on time and on budget without our proven methodology to help our skilled project managers organize projects, steer projects in the right direction, and keep projects on track. Rigor and formal processes bring everything together to ensure our clients' success.

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

**S.O. TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on specifications for the following Contract Price:

Firm Name: Creative Communications Sales & Rentals, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 77,306.21**
(Including all applicable taxes)

WRITTEN TOTAL CONTRACT PRICE **

Seventy-seven thousand three hundred six Dollars
and twenty-one Cents.

***Note: All labor shall be included in amount proposed.**

****Pricing is for a used 80-foot tower; pricing is valid for as long as the tower is available or 60 days from January 11, 2012, whichever comes first; and, pricing is predicated upon the following assumptions:**

1. Gila County will provide air conditioning power to the equipment rack location.
2. Dispatch equipment move is performed during normal working hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Creative Communications holidays).
3. FCC licensing modifications will be completed by Gila County, if needed.
4. The foundation design is for normal soils; if rock conditions, a change order will be required. In the event said change order affects Creative Communications' ability to meet its obligations under the original Purchase Order—including any price (or discount, if applicable) or any date set forth in the performance schedule with respect to such original Purchase Order—Creative Communications and Gila County will agree to an equitable adjustment of the contract price or performance schedule, or both, and will reflect such adjustments in the change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.
5. Pricing for Telex/Vega interface and C-Soft licenses are not included, as the total contract price already exceeds Gila County's stated budget.
6. Price is based on tower location not to exceed ten feet from building entrance.

Creative Communications offers Gila County a two-phase approach to this project, as an option for securing the required funding:

- 1) 80-foot tower (used) only, fully installed: \$58,638.92
- 2) Antennas and labor to remove and reinstall radio equipment for new dispatch center, including testing and optimization: \$18,667.29

As Creative Communications' employees are not hereby candidates for employment with Gila County, and as it is standard business practice to limit background investigations related to the performance of work of the same nature as defined by Solicitation Number 103111-1, we shall only agree to employees signing waivers that limit the information and sources of information to publicly-available documents and law enforcement databases.

ATTACHMENT "A"

**WAIVER OF LIABILITY AND RELEASE FORM
GILA COUNTY SHERIFF'S OFFICE**

In consideration of the Gila County Sheriff's Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I Jacqueline S. Bals, Chief Operating Officer, hereby irrevocably agree to the following terms and conditions: (Please Print) as an officer of Creative Communications Sales & Rentals, Inc.

1. The term "back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contact, to determine my fitness as a candidate for employment with Gila County.

2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action any officer, agent or employee of Agency who may conduct my background investigation.

3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.

4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions they may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.

5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.

6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.

7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award opportunity of the Agency, based on information received from the background investigation. **Read carefully before signing.**

Jacqueline S. Bals
Signature

1/10/2012
Date

Jacqueline S. Bals, Chief Operating Officer, on behalf of Creative Communications Sales & Rentals, Inc.

Printed Name

Revised August 2005 Form 0508.006

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 three (3) references for projects of similar size and scope to the as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

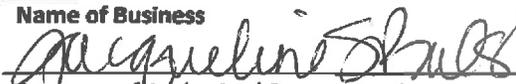
1. **Company:** City of Tolleson
Contact: Tonia Rogers, Support Services Supervisor
Phone: (623) 936-8202
Address: 8350 West Van Buren Street, Tolleson, Arizona 85353
Project Name: New Police Dispatch Center

2. **Company:** Town of Buckeye
Contact: Police Chief Mark Mann
Phone: (623) 349-6435
Address: 100 North Apache Suite D, Buckeye, Arizona 85326
Project Name: Police Department Communications Tower Replacement

3. **Company:** City of Bullhead City
Contact: Robert Bower, IT Manager
Phone: (928) 763-7963
Address: 2355 Trane Road, Bullhead City, Arizona 86442
Project Name: Public Safety Tower Project - Dispatch and Christmas Tree Pass

Creative Communications Sales & Rentals, Inc.

Name of Business



Signature of Authorized Representative

Jacqueline S. Bals

Chief Operating Officer

Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 103111-1 S.O. Tower Installation & Radio Equipment Relocation** 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 County 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.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

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

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

** Advanced Tower Services, Inc.
2417 Baylor Drive SE
Albuquerque, New Mexico 87106
(505) 244-3321
www.advtower.com

Creative Communications Sales & Rentals, Inc.

Name of Firm



By: (Signature)

Jacqueline S. Bals

Chief Operating Officer

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 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

Jacqueline S. Bals

Printed Name

Chief Operating Officer

Title

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:

**TOWER INSTALLATION & RADIO EQUIPMENT RELOCATION
GILA COUNTY SHERIFF'S OFFICE , ARIZONA, BID CALL NO. 103111-1**

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

Surety

By

By Attorney-in-Fact

Title

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

This _____ day of _____, 20_____

Per item #2 of the RFP (page 3): "Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid." Creative Communications Sales & Rentals, Inc. hereby elects to include a check for \$7,730.62. See attached.

**My commission expires: _____
Notary Public**

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

Bid No. 103111-1

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

X

REFERENCE LIST

X

BID PROPOSAL

X

PRICE SHEET

X

NO COLLUSION IN BIDDING

X

INTENTIONS CONCERNING SUBCONTRACTING

X

SURETY (BID) BOND

Check for \$7,730.62 attached.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

dated 12/21/11

Initials

#1 JTB

#2 _____

#3 _____

#4 _____

#5 _____

Date

Signed and dated this 10th day of January, 2012

Jacqueline S. Bals

CONTRACTOR: Creative Communications Sales & Rentals, Inc.

Jacqueline S. Bals

BY: Chief Operating Officer

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: Request for Bids: Bid No. 10311-1 S.O. Tower Installation & Radio Equipment Relocation. All proposals shall be filed with the Gila County Procurement Group in the at 1400 E. Ash St., Globe, AZ on or before December 29, 2011, 2:00 PM.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor Creative Communications Sales & Rentals, Inc. is now bound to provide the materials or services listed in Invitation for Bid No.: 103111-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 103111-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS:

Tommy C. Martin, Chairman, Board of Supervisors

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