

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
042314

JANITORIAL SERVICE FOR NORTHERN GILA COUNTY

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042314
JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Northern Gila County.

SUBMITTAL DUE DATE: **July 23, 2014 3:00 PM**

RETURN PROPOSAL TO: **Gila County Procurement
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501**

MANDATORY PRE-BID MEETING: **Wednesday, July 16, 2014 10:00 AM**
Gila County Payson Administration Building
610 E. Highway 260
Payson, AZ
Meeting will begin at Administration Building and continue to
locations provided in complete RFP packet.

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612, or by clicking on the link to the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, 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 Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **July 2 and July 9, 2014**

Signed: _____
Michael A. Pastor, Chairman, Board of Supervisors

Date: _____

Signed: _____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Date: _____

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation Notice	1
Scope of Services.....	3-9
Exhibit "A"; Instructions to Bidders	10-11
General Terms and Conditions.....	12
Exhibit "B"; Contract Award Agreement	13-16
Exhibit "C"; Minimum Specifications/Information.....	17-18
Insurance Provisions	19-20
Required Contract Forms	21-30

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Northern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Payson Courthouse 714 S. Beeline Highway Payson, AZ 85541	13,983	1 st 2 nd	5 2	0 0	1 0
Health, Rabies, Environmental 107 W. Frontier St. Payson, AZ 85541	4,298	1	2	0	0
Community Action/Co-op Ext 107 W. Frontier St. Payson, AZ 85541	1,100	1	1	0	0
Admin Building 608 & 610 E. Hwy 260 Payson, AZ 85541	6,500	1 Floor BOS Side Comm Dev Side	3 2	0 1	1 0
Assessor/Recorder 201 W. Frontier Street Payson, AZ 85541	1,896	1	1	0	0
Sheriff's Office 108 W. Main Street Payson, AZ 85541	*7,340	1	3 (1 with tub)	0	1
Sheriff's Office Jail Admin 108 W. Main Street Payson, AZ 85541	*Included in above	1	2	0	0
JP Court 108 W. Main Street Payson, AZ 85541	*Included in above	1	1	0	0

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, after 5:00 P.M., unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must ensure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date and at any time there is a change during the term of the contract.

EQUIPMENT & SUPPLIES

- County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

▪ Contractor Provided Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

1. Sweeping and Dust Mopping (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.

 1. Vacuuuming (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. Dusting and Vacuuming (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)
 3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.

- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Wash baseboards, doors, and door handles
 - m. Clean light switches

2. Washing Glass

- a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
- b. Use only soft cloths on Plexiglas.
- c. The washing shall not contaminate adjacent non-glass areas.
- d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
- e. Sill and frames shall be damp wiped.

3. Washing Except Glass

- a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
- b. Surface shall be left clean without streaks.
- c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. Washing in Restroom, Public and Patient Areas

- a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
- b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily
 1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
 2. Clean all entryways and walkways six feet outside of entry.
 3. Sweep or dust mop all entrances, entryways, and lobbies.
 4. Spot clean all glass and interior partitions.
 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.
 - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restrooms with paper towels, tissue, and soap.
 - h. Empty and remove trash.
 6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly - (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRIES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal 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 Proposal due date and time. Questions received after 3:00 pm, July 21, 2014, will not be answered.

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

INSTRUCTIONS TO BIDDERS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, 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 services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, 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. 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 Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services 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 the Contractor 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 Request for Proposal 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.

Amendments

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

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 27.

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

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and Two (2) copies (3 TOTAL) with **original signatures on all required RFP documents** be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page 28, Contractor certifies:
 - A. The submission of the proposal 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.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
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 as follows:

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Northern Gila County*", RFP No., "*042314*", Date "*July 23, 2014*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to 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, most qualified, and responsible Contractor. 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 Contractor 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 Request for Proposal will be reviewed by the Gila County Attorney and 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 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.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest 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 Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and 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" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, 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 28, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

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 is based upon the Request for Proposal, Attached Exhibits and Forms, 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 and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. 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 Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms 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. 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.

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

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.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County, unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Use of Subcontractors

The use of subcontractors is not permitted under this contract.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, or employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Northern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Legal Arizona Workers Act Compliance
 - g. Checklist & Addenda Acknowledgment
 - h. Offer Page
 - i. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined in to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (30%)
- b. Qualifications and Prior Experience (40%)
- c. Conformity to Submittal Requirements (10%)
- d. References (20%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a 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. Gila County shall keep a record of all Negotiations.

- 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 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.

- 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 rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE REQUIREMENTS

Contractor 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 or employees.

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, or employees and Contractor is free to purchase 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 and broad form contractual liability 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. Policy shall be endorsed to **include master key coverage.**
- b. 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".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

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.

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 **Gila County Purchasing, 1400 E. Ash St., 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 **Gila County Purchasing, 1400 E. Ash St., 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. **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 FORM

EXHIBIT "D" Bidder Qualifications and Certification

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 042314 Janitorial Service for Northern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

2. Has 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 with the Contractor prior to contract expiration date (under your Contractor'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 ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - 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 Services 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. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - f. Gila County reserves the right to request additional information.

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 Contractor Business License Number: _____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042314 Janitorial Service for Northern Gila County.

Contractor Name: _____ **Phone No.:** _____

Location	Square Foot	Annual Cost Per Location
Payson Courthouse	13,983	\$
Health, Rabies, Environmental	4,298	\$
Community Action/Co-op Extension	1,100	\$
Administration Building	6,500	\$
Assessor/Recorder	1,896	\$
Sheriff's Office	7,340	\$
Sheriff's Office Jail Administration	Included in Sheriff's office footage	\$
Justice of the Peace Court	Included in Sheriff's office footage	\$
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		\$

BILLABLE WORK: <i>(page 9)</i>	Cost Per Square Foot
Cost for Carpet Cleaning	\$
Cost for Stripping & Waxing Floors	\$

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

2. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

3. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

Company Name

Signature of Authorized Representative

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").

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

Any breach of Contractor'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.

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Printed Name

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____
BACKGROUND AUTHORIZATION	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2014

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042314 Janitorial Service for Northern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before July 23, 2014, 3:00 pm.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

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

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid 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.

Contractor Submitting Proposal:

For Clarification of this Offer, Contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____
Title: _____
Phone No.: _____
Fax: _____
Email: _____

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042314 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 042314.

GILA COUNTY BOARD OF SUPERVISORS

ATTEST

Awarded this _____ day of _____, 2014

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman, Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I _____ hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 042314.

The term “back-ground investigation” as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

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 Purchasing Department, its agents or employees.

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

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

Please read carefully before signing.

Signed: _____

Date: _____

Date of Birth: _____