

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

SPECIAL MEETING - TUESDAY, MAY 13, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College. **(Tommie Martin)**
 - B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 041414 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(Jeff Hassenius)**
3. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-2540

Regular Agenda Item 2. A.

Special Meeting

Meeting Date: 05/13/2014

Submitted By: Marian
Sheppard, Clerk,
BOS, Clerk of the
Board of
Supervisors

Department: Clerk of the Board of Supervisors

Fiscal Year: 2013/2014 Budgeted?: No

Contract Dates 7-1-14 to 6-30-24 Grant?: No

Begin & End:

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Gila Community College-Payson Campus Funding Request

Background Information

On February 4, 2014, Dr. Stephen Cullen, Executive Dean of Gila Community College, submitted a proposal to request the Board of Supervisors for Gila County to provide funding assistance for the construction of a cosmetology lab at the Payson College Campus. No Board action was taken at that time.

This issue was initially addressed by the Board of Supervisors on May 6, 2014. After a discussion, the Board voted to continue this item to May 13, 2014, in order to obtain additional information.

Evaluation

Northern Arizona Vocational Institute of Technology (NAVIT) has increased their initial pledge of +/- \$40,000 to a pledge of approximately \$160,000, for the modular building and the retrofitting and furnishing of the same, contingent upon classes in the Payson building commencing on August 1, 2014. Bids opened last Friday, April 25, 2014, and site preparation bids were received from 2 qualified bidders capable of site completion within the very short 90-day time frame and the low bid was \$84,535 for the prep work and for the retrofitted building to be placed and ready for an August 1, 2014, class starting date.

The College has paid for the development of the project scope of work and will be responsible for paying an additional cost of \$46,483 should the project move forward. This amount is in addition to the funds provided by the County and these funds will be used for things such as sidewalks, landscaping, exterior upgrades to the building, etc.

Conclusion

Gila Community College is requesting that Gila County provide full funding for the site preparation for the cosmetology lab to not exceed the exact bid amount of \$84,535.

Recommendation

It is the recommendation of Tommie Martin, Supervisor District 1, that the Board of Supervisors authorize funding in the amount of \$84,535 to fully fund the site preparation for a cosmetology lab at the Payson Campus of Gila Community College.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College. **(Tommie Martin)**

Attachments

IGA between Gila County and Gila Community College (Provisional)

Contract between Gila Community College and Division Nine Contracting, Inc.

IGA between Gila Community College and NAVIT

Bid 1

Bid 2

GCC Invoice

Deposit Invoice

Bid form for Modular

Notice of Intent to Receive bids

Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 042814
BETWEEN
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)
AND
GILA COUNTY
PERTAINING TO ECONOMIC DEVELOPMENT
FOR FUNDING FOR SITE PREP FOR COSMETOLOGY LAB

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

WHEREAS, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

WHEREAS, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

WHEREAS, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining, and small business development opportunities for Gila County residents; and,

WHEREAS, the Gila County Board of Supervisors has determined to assist the College with the advancement of education facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to provide the funding to the College for the site preparation for the construction of a cosmetology lab at the Gila Community College-Payson Campus in Payson, Arizona, in an amount not to exceed Eighty-Four Thousand, Five Hundred Thirty-Five (\$84,535) dollars.

- II. The term of this agreement shall be from May 6, 2014, to August 1, 2014.
- III. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures. By establishing a Cosmetology lab on the Payson Campus, it will add another opportunity for vocational training.
- IV. College's facilities include:
- Gila Pueblo Campus
8274 S. Six Shooter Canyon Road
Globe, Arizona 85501
 - Regional Training (*commonly known as "the Armory"*)
4053 E. Hwy 60-70, Building A
Miami, Arizona 85539
 - Payson Campus
201 Mud Springs Road
Payson, AZ 85541

V. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VI. General Provisions:

- a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
- b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
- c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.
- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College 8274 Six Shooter Canyon Road Globe, Arizona 85501 <u>or</u> P.O. Box 2656 Globe, Arizona 85502	Gila County Procurement Group 1400 East Ash Street Globe, Arizona 85501
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- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of the County'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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.

The County shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement No. 042814, this 6th day of May, 2014.

GILA COMMUNITY COLLEGE

By: Samuel I. Moorhead
Title: Samuel I. Moorhead,
President, Governing Board

Date: 05/01/14

GILA COUNTY

By: _____
Title: Michael A. Pastor,
Chairman, Board of Supervisors

Date: 5-6-2014

ATTEST

By: B. Stephen Cullen
Title: B. Stephen Cullen,
Sr. Dean, Gila Community College District

ATTEST

By: _____
Title: Marian Sheppard,
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 6th day of May, 2014.

Bradley D. Beauchamp, Gila County Attorney

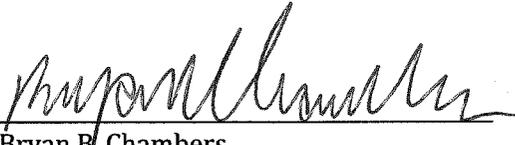
By: _____
Title: Bryan B. Chambers,
Deputy Attorney Principal

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 1st day of May, 2014.

Bradley D. Beauchamp, Gila County Attorney

By: 
Title: Bryan B. Chambers,
Deputy Attorney Principal



Division Nine Contracting, Inc.

4047 E. Superior Ave., Phoenix AZ 85040

(602) 437-8900 Fax (602) 437-5368

www.divisionnineinc.com / info@divisionnineinc.com

ROC 159438 / 089827 / 094309

STANDARD CONSTRUCTION AGREEMENT

DATE OF AGREEMENT 04/28/2014

ARTICLE 1 – CONTRACTOR AND OWNER

BETWEEN the Contractor:

Division Nine Contracting, Inc.
4047 E. Superior Ave.
Phoenix AZ. 85040

And the Owner:

Name: Gila Community College

Address: 8274 Six Shooter Canyon Road, Globe AZ 85502

Owner's Agent: Steve Cullen

Address:

Architect:

N/A

The Designer is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 2 – SCOPE OF WORK

PER PROPOSAL SEE ATTACHMENT “A”

ARTICLE 3 - CONTRACT PRICE

LUMP SUM CONTRACT AMOUNT FOR BASE BID: \$84,535.00
(Eighty four thousand five hundred thirty five dollars)

NOTE: OWNER APPROVED ALTERNATES TO BE ADDED TO CONTRACT AMOUNT.

ARTICLE 4 - PAYMENTS

Owner agrees to pay Contractor, in current funds, to perform all work listed in Article 2. Owner also agrees, that if funding for any part of this contract is from a mortgage or other type of loan, that said funding will allow payments to contractor as described in this section, and that no retention is to be held on any payments.

4.1 DEPOSITS

- 4.1.1** The contractor is to receive a deposit in the amount of 20% of the overall lump sum contract price prior to start of project.
- 4.1.2** Deposits for total amount of any/all Special Order or Custom items ordered for this project to be paid by the Owner prior to ordering of such items. Deposits to be invoiced separate as necessary to meet project schedule

4.2 MONTHLY PROGRESS PAYMENTS

- 4.2.1** Monthly progress payments are to be made to the contractor based on percentage of completion.
- 4.2.2** Application for progress payments received by the Owner by the 25th of the month for work completed by the end of that same month are due no later than **Ten (10)** days after Contractor’s invoice is received by the Owner. If an application for payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than **Fifteen (15)** days after the Owner receives the Application for Payment.
- 4.2.3** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

4.3 FINAL PAYMENT

- 4.3.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - a.** the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Paragraph 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
 - b.** a final Certificate for Payment has been issued by the Contractor.
- 4.3.2** The Owner’s final payment to the Contractor shall be made no later than **15** days after the issuance of the Contractor’s final Certificate for Payment.

ARTICLE 5 - ENUMERATION OF CONTRACT DOCUMENTS

5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

ARTICLE 6 - GENERAL PROVISIONS

6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner/Agent and a Subcontractor or sub-subcontractor, (3) between the Owner/Agent and Architect or (4) between any persons or entities other than the Owner/Agent and Contractor.

6.3 THE WORK

The term 'Work' means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractors obligations. The Work may constitute the whole or a part of the Project.

6.4 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

ARTICLE 7 – OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.2 OWNERS RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNERS RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 – CONTRACTOR

8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Owner.

8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner.

8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner that such means, methods, techniques, sequences or procedures may not be safe.

8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 LABOR AND MATERIALS

8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner accordance with a Change Order.

8.4 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

8.6 PERMITS, FEES AND NOTICES

8.6.1 Contractor is not responsible for building permit.

8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work that is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8.7 SUBMITTALS

8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Owner Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

8.10 CLEAN UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

8.11 ACCESS TO WORK

The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

8.12 INDEMNIFICATION

8.12.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 16.3, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they maybe liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph .

8.12.2 In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 8.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 - CLAIMS AND DISPUTES

9.1 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

9.2 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration and (3) the interest or responsibility of such person or entity in the matter is not insubstantial.

9.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

ARTICLE 10 – SUBCONTRACTORS

10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

10.2 The Contractor shall not contract with any Subcontractor to whom the Owner/Agent has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

10.3 Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner.

ARTICLE 11 - OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owners own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. Any/all of these items to conform to schedule generated by Contractor, if the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Paragraph 9.1.

11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

11.3 The Owner shall reimburse the Contractor for supervisory and administrative costs at the rate of 15% of the Owners separate subcontractor's total contract amount when Owners separate contractors are used. In addition the Owner shall reimburse the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 - CHANGES IN THE WORK

12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor.

12.2 The cost or credit to the Owner from a change in the Work shall be determined and mutually agreed to by the Contractor and Owner prior to execution of written change order.

12.3 The Owner/Agent will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 13 – TIME

13.1 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Contractor determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Contractor may determine.

13.2 SUBSTANTIAL COMPLETION: Substantial Completion is defined as approval of final inspection from Jurisdiction of Authority or final approval from owner or owner's agent. Contractor is to achieve "Substantial Completion" within 120 calendar days after start of construction.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 APPLICATIONS FOR PAYMENT

14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in standard AIA form.

14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

14.2 PAYMENTS TO THE CONTRACTOR

14.2.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

14.2.2 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

14.4 FINAL COMPLETION AND FINAL PAYMENT

14.4.1 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

14.4.2 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. employees on the Work and other persons who may be affected thereby;
- b. the Work and materials and equipment to be incorporated therein; and
- c. other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them maybe liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

15.2 HAZARDOUS MATERIALS

15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, polychlorinated biphenyl (PCB), or Mold encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

15.2.2 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 – INSURANCE

16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations, and shall include Completed Operations Coverage. Certificates of Insurance acceptable to the Owner/Agent shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

16.1.1 The Contractor is to include the Owner as an additional insured on the Contractor's Liability insurance.

16.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

16.3 DELETED

16.4 PROPERTY INSURANCE

16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph **16.4** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

16.4.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least **30** days' prior written notice has been given to the Contractor.

ARTICLE 17 - CORRECTION OF WORK

17.1 Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

17.2 In addition to the Contractor's obligations under Paragraph **8.4**, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph **7.3**.

17.4 The one year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article **17**.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

18.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner/Agent and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- a. not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- b. not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment; and
- c. not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 19 - TERMINATION OF THE CONTRACT

19.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment for a period of **30** days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner or his Agents, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

19.2 TERMINATION BY THE OWNER

19.2.1 The Owner/Agent may terminate the Contract if the Contractor:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

19.2.2 When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

19.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 19.2.1., the Contractor shall not be entitled to receive further payment until the Work is finished.

19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 20 - OTHER CONDITIONS OR PROVISION

- 20.1 Deposits for any/all special order items will be invoiced separately and must be paid prior to ordering.
- 20.2 Division Nine Contracting will not be responsible for any costs due to hidden conditions.
- 20.3 Owner to supply water and power for duration of construction at no cost to contractor.

This Agreement entered into as of this 28th day of April in the year of 2014

Owner (signature)


Contractor (signature)

(Printed name)

Matthew L. Welch – Project Manager
(Printed name and title)

BEGIN ATTACHMENT "A"
BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

We the undersigned, propose to do all the work and furnish all the labor and materials necessary for the scope of work. We also declare that we have examined the site and understand the scope of the project. We also agree to hold the bid open for at least 30 days after submitting bid.

Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

SITE CONSTRUCTION:

Includes shrub & tree removal, grading and compaction of pad for new modular, demolition and patch back of asphalt.

CONCRETE:

Includes new 5' wide sidewalks at perimeter of new classroom, footings for new roof cover, sidewalk approaches/ramps per ADA requirements from parking areas and footing for sewer pump if required.

MASONRY:

Enclosure for new sewer pump

MECHANICAL:

Includes new underground sewer line, sewer grinder pump, new water line and meter, excavation and backfill as necessary, connections at new modular.

ELECTRICAL:

Includes underground conduit from existing power pole at Mud Springs Rd. to new building, new 400 AMP service at new building, connection to panels on modular, new 100 AMP sub-panel for owner required outlets, excavation, backfill and patch-back of asphalt as necessary.

LUMP SUM BASE BID \$ 84,535.00

ADDENDA:

We acknowledge the following addenda: none

CLARIFICATION: Per direction of Gila County, neither base bid nor alternates includes any cost of pad preparation for new modular building or trenching for underground utilities, which is to be performed by County resources.

ALTERNATES:

DESCRIPTION	AMOUNT
1. Install insulated cement stucco assembly with integral color at exterior of new modular classroom building.	<u>\$ 10,005.00</u>
2. Install 5' wide cover over sidewalk at perimeter of building.	<u>\$ 19,148.00</u>
3. Allowance for new primary line and transformer per APS	<u>\$ 11,380.00</u>
4. Allowance for Electrical Engineering.	<u>\$ 1,000.00</u>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 4,950.00</u>

VOLUNTARY ALTERNATE:

Allowance for purchase and installation of Modular Building **\$88,220.00**

Submitted by:

Contractor: Division Nine Contracting, Inc.

By: Matthew L. Welch **Date** 04/22/2014

Title: Project Manager

Address: 4047 E. Superior Ave., Phoenix AZ 85040

Telephone: (602) 437-8900 **Fax** (602) 437-5368

Email mattw@divisionnineinc.com

License No. ROC 159438, 089827, 094309

END ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT
by and between
NAVIT
and
GILA COUNTY COMMUNITY COLLEGE

This Intergovernmental Agreement (“Agreement”) is entered into this __ day of _____, 2014, by and between the Northern Arizona Vocational Institute of Technology (NAVIT) (the “JTED”) and Gila County Community College District, also known as GCC (the “College”), hereinafter referred to individually as “Party” and collectively as the “Parties”, for the joint establishment of a Cosmetology Program;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952, A.R.S. §15-342(13), A.R.S. §15-393(K) and A.R.S §15-1444(E);

WHEREAS JTED desires to provide funding to College to establish a Cosmetology Program as defined below in Section 4(A)(2)(m) of this Agreement; and

WHEREAS College desires to utilize funding from JTED to purchase a modular building to house the Cosmetology Program (as described in the attached Exhibit A and hereinafter referred to as the “Building”) and Cosmetology Program Equipment (as described in the attached Exhibit B and hereinafter referred to as the “Equipment”) in order to establish an support the Cosmetology Program; and

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide College with funding for College to utilize to establish a Cosmetology Program.

2. Term

This Agreement shall commence and be effective on July 1, 2014 (the “Commencement Date”), and shall terminate on June 30, 2024 (the “Date of Termination”), unless terminated by any Party as provided for in this Agreement. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

3. Termination

- A. This Agreement may be terminated by either Party upon written notice to the other Party given no later than Thirty (30) days prior to the end of the then current College academic semester. Said termination shall not become effective until the end of the current semester in which notice is given.
- B. In the event that the College fails to comply with or observe any provision of this Agreement, in addition to any other remedy that may be available to the JTED by reason of such failure, whether at law or in equity, the JTED may immediately terminate this Agreement and all rights of College hereunder by providing written notice of termination to College.
- C. Upon termination of this Agreement, all property purchased by College utilizing funds provided by JTED pursuant to Section 4(A)(1) of this Agreement shall remain the property of College. All property purchased by a Party to this Agreement utilizing its own funds shall remain the property of the purchasing Party and shall be returned to that Party by the other Party when no longer in use or upon termination, whichever is sooner.
- D. In the event JTED terminates this Agreement prior to the Date of Termination as a result of a College failure to comply with or observe any provision of this Agreement, the Agreement is terminate pursuant to Section 5 of this Agreement, or College terminates this Agreement pursuant to Section 3(A) of this Agreement, the College shall repay JTED the full amount of funds, subtracting any payments made by College to JTED pursuant to Section 4(A)(2)(1), provided by JTED pursuant to Section 4(A)(1) of this Agreement within Sixty (60) calendar days of the effective date of termination.

4. Obligations of the Parties

A. Responsibilities.

(1) Responsibilities of JTED.

- a. JTED shall provide College with One Hundred Sixty Two Thousand Eight Hundred Dollars (\$162,800.00) for use by College to purchase the Building and the Equipment.
- b. JTED shall review with the College the Equipment (as described in Exhibit B) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Equipment shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College

purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.

- c. JTED shall review with the College the Building (as described in Exhibit A) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Building shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.
- d. JTED shall act as a consultant to College during the Building and Equipment installation and construction processes.
- e. JTED shall submit requests for information to College in writing to the address listed and to the College officer outlined in Section 12 below. JTED in its sole discretion may elect to submit its written request for information via email or fax to the appropriate College officer.

(2) Responsibilities of College.

- a. College shall utilize funds provided by JTED pursuant to Section 4(A)(1) for the purchase of the Building and Equipment only.
- b. College shall obtain written approval of JTED prior to finalizing purchases or committing any funds provided by JTED pursuant to Section 4(A)(1).
- c. College shall be solely responsible to perform, and solely liable for any liability arising from, any and all procurement processes required by applicable law for the purchase, installation, construction, and maintenance of the Equipment and the Building.
- d. College shall be solely liable for any and all liability arising from the purchase, installation, construction, and maintenance of the Equipment and the Building.
- e. College will provide all staff, contractors, facilities, equipment, supplies, utilities, maintenance, property and liability insurance, and oversight to facilitate the installation, construction, and maintenance of the Building and the Equipment.
- f. College warrants that College is in, and College's current and valid operating policies contain provisions to ensure, compliance with

the applicable portions of Arizona Revised Statutes Title 41, Chapter 25 *et. seq.*

- g. College will comply with all safety procedures in order to meet applicable State and Federal regulations.
- h. College shall consult with JTED during the Building and Equipment installation and construction processes.
- i. College shall respond to JTED requests for information in writing no less than Five (5) business days from the date of receipt of said request.
- j. College's overhead and administrative costs are the responsibility of the College.
- k. College shall abide by and comply with all applicable State, Federal, and Local laws.
- l. College shall repay JTED in the total amount of Fifty One Thousand Four Hundred Dollars (\$51,400.00). This repayment shall be made in equal annual monthly installments of \$458.00 due no later than July 1st of each year for which this Agreement is in effect. College may choose to repay the entire amount due pursuant to this sub-section in advance at any time during the term of this Agreement without any penalty.
- m. College shall create and maintain a Cosmetology Program designed to lead College and JTED students to a career in cosmetology. The Cosmetology Program shall consist of a minimum of Four (4) College semesters of College approved curriculum designed to lead College and JTED students to satisfying the Arizona State Board of Cosmetology requirement of 1600 clock hours. The Cosmetology Program shall prepare College and JTED students to successfully pass the Arizona State Board of Cosmetology licensing exam.
- n. College shall create and maintain an active advisory council to review the content and quality of the Cosmetology Program. The Cosmetology Program advisory council shall include at a minimum a representative chosen by JTED, a representative chosen by College and a local licensed cosmetologist agreed upon by the advisory council representatives of College and JTED. The Cosmetology Program advisory council shall meet no less than one time per year and no later than June 30th of each year this Agreement is in effect.

- o. College hereby acknowledges and agrees that any failure by College to perform its responsibilities pursuant to this Section to the satisfaction of JTED shall be considered a material breach of this Agreement.

B. Cosmetology Program Courses. Both Parties hereby agree that College shall for the duration of this Agreement conduct annual Cosmetology Program courses which shall be further detailed and agreed upon by College and JTED in a separate IGA. College shall ensure that JTED students will have access to no less than Twenty (20) enrollment spaces in the Cosmetology Program for each JTED academic year for which this Agreement is in effect.

5. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, either Party to this Agreement may, within three years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

6. Non-discrimination

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Insurance

College and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

8. Employees

An employee of any Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

9. Mutual Indemnification

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Parties (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding any other provision of this Agreement to the contrary, any agreement by the Indemnitor to defend, hold harmless or indemnify the Indemnitee shall be limited to, and payable only from, the Indemnitor’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. Unless otherwise stated in this Agreement, JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15-391 through 15-396), as amended.

11. Mediation

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for representation by an attorney at the mediations, if such representation is desired.

12. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

JTED

Matthew G. Weber, Superintendent
NAVIT
951 West Snowflake Boulevard
Snowflake, AZ 85937
Phone: 928-536-6100
Fax: 928-536-7287

COLLEGE

Governing Board President
Gila County Community College
P.O. Box 2656
Globe, AZ 85505
Phone: 928-425-8481
Fax: 928-425-8492

13. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement is effective as of the date first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Signature pages and Exhibits follow

IN WITNESS HEREOF, the parties sign this Agreement:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

Dated this ____ day of _____, 2014, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

By: _____

Matthew G. Weber

Title: NAVIT Superintendent

Attorney approval:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the JTED Governing Board.

By: _____

Legal Counsel for JTED

GILA COMMUNITY COLLEGE DISTRICT

Dated this ____ day of _____, 2014, upon resolution of the District Governing Board of the Gila County Community College District, approving this Agreement and authorizing its President to sign below:

By: _____

Title: GCC Governing Board President

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board of Gila County Community College District.

By: _____

Legal Counsel for the Gila County Community College District

BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

We the undersigned, propose to do all the work and furnish all the labor and materials necessary for the scope of work. We also declare that we have examined the site and understand the scope of the project. We also agree to hold the bid open for at least 30 days after submitting bid.

Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

SITE CONSTRUCTION:

Includes shrub & tree removal, grading and compaction of pad for new modular, demolition and patch back of asphalt.

CONCRETE:

Includes new 5' wide sidewalks at perimeter of new classroom, footings for new roof cover, sidewalk approaches/ramps per ADA requirements from parking areas and footing for sewer pump if required.

MASONRY:

Enclosure for new sewer pump

MECHANICAL:

Includes new underground sewer line, sewer grinder pump, new water line and meter, excavation and backfill as necessary, connections at new modular.

ELECTRICAL:

Includes underground conduit from existing power pole at Mud Springs Rd. to new building, new 400 AMP service at new building, connection to panels on modular, new 100 AMP sub-panel for owner required outlets, excavation, backfill and patch-back of asphalt as necessary.

LUMP SUM BASE BID \$ 95,313.00

ADDENDA:

We acknowledge the following addenda: none

ALTERNATES:

DESCRIPTION	AMOUNT
1. Install insulated cement stucco assembly with integral color at exterior of new modular classroom building.	<u>\$ 12,142.00</u> <i>JAM</i>
2. Install 5' wide cover over sidewalk at perimeter of building.	<u>\$ 24,982.00</u> <i>JAM</i>
3. Allowance for new primary line and transformer per APS	<u>\$ 13,856.00</u> <i>JAM</i>
4. Allowance for Electrical Engineering.	<u>\$ 1,245.00</u> <i>JAM</i>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 5,965.00</u> <i>JAM</i>

Submitted by:

Contractor: Redden Construction, Inc.

By: Michael S. Horvath Date 4-22-14

Title: President

Address: 4131 E. Wood St. Phoenix, AZ 85044

Telephone: 602.271.0595 Fax 602.340.9403

Email mhorvath@reddenconstruction.com

License No. 068045 B-01



Division Nine Contracting, Inc.

4047 E. Superior Ave., Phoenix AZ 85040

(602) 437-8900 Fax (602) 437-5368

www.divisionnineinc.com / info@divisionnineinc.com

ROC 159438 / 089827 / 094309

RFP# 100-400-3

Date: 04/22/2014

CLIENT: Gila Community College

PROJECT: New Cosmetology Classroom – Payson Campus

We are pleased to submit the attached Bid for your new Cosmetology Classroom at the Payson Campus. We have contacted all City, County, and State agencies, as well as all utilities that will be involved with the project and are confident we can offer you a turn-key package to help streamline the process and let you focus on more pertinent issues. Feel free to contact me at any time with any questions.

Respectfully,
Matthew L. Welch
Project Manager
(602) 469-5732

BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

We the undersigned, propose to do all the work and furnish all the labor and materials necessary for the scope of work. We also declare that we have examined the site and understand the scope of the project. We also agree to hold the bid open for at least 30 days after submitting bid.

Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

SITE CONSTRUCTION:

Includes shrub & tree removal, grading and compaction of pad for new modular, demolition and patch back of asphalt.

CONCRETE:

Includes new 5' wide sidewalks at perimeter of new classroom, footings for new roof cover, sidewalk approaches/ramps per ADA requirements from parking areas and footing for sewer pump if required.

MASONRY:

Enclosure for new sewer pump

MECHANICAL:

Includes new underground sewer line, sewer grinder pump, new water line and meter, excavation and backfill as necessary, connections at new modular.

ELECTRICAL:

Includes underground conduit from existing power pole at Mud Springs Rd. to new building, new 400 AMP service at new building, connection to panels on modular, new 100 AMP sub-panel for owner required outlets, excavation, backfill and patch-back of asphalt as necessary.

LUMP SUM BASE BID \$ 84,535.00

ADDENDA:

We acknowledge the following addenda: none

CLARIFICATION: Per direction of Gila County, neither base bid nor alternates includes any cost of pad preparation for new modular building or trenching for underground utilities, which is to be performed by County resources.

ALTERNATES:

DESCRIPTION	AMOUNT
1. Install insulated cement stucco assembly with integral color at exterior of new modular classroom building.	<u>\$ 10,005.00</u>
2. Install 5' wide cover over sidewalk at perimeter of building.	<u>\$ 19,148.00</u>
3. Allowance for new primary line and transformer per APS	<u>\$ 11,380.00</u>
4. Allowance for Electrical Engineering.	<u>\$ 1,000.00</u>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 4,950.00</u>

VOLUNTARY ALTERNATE:

Allowance for purchase and installation of Modular Building **\$88,220.00**

Submitted by:

Contractor: Division Nine Contracting, Inc.

By: Matthew L. Welch **Date** 04/22/2014

Title: Project Manager

Address: 4047 E. Superior Ave., Phoenix AZ 85040

Telephone: (602) 437-8900 **Fax** (602) 437-5368

Email mattw@divisionnineinc.com

License No. ROC 159438, 089827, 094309

END ATTACHMENT "A"

INVOICE

INVOICE NO
201499

DIVISION NINE CONTRACTING INC.
4047 E SUPERIOR AVE
PHOENIX, AZ 85040
Phone: (602) 437-8900
Fax: (602) 437-5368

CUST GILA COUNTY COMMUNITY
COLLEGE
GLOBE AZ

PROJ PAYSON CAMPUS

NET 10 Days

Invoice for scope development and electrical engineering report on existing power for placement of new modular.

SCOPE DEVELOPMENT	\$1,620.00
ELECTRICAL ENGINEERING SERVICES	\$675.00
CURRENT PAYMENT DUE	\$2,295.00

DIVISION NINE CONTRACTING INC
 4047 E SUPERIOR AVE
 PHOENIX, AZ 85040
 Phone: (602) 437-8900
 Fax: (602) 437-5368

INVOICE

INVOICE NO
 3324

CUST GILA COMMUNITY COLLEGE DIST.
 P.O. BOX 2656
 GLOBE, AZ 85502-2656

PROJ New Modular Classroom
 201 N. Mud Springs Rd.
 Payson AZ 85547

ACCOUNT NO	PROJ NUMBER	APPLICATION	INVOICE DATE	TERMS	PAGE
070605	14040	1	4/29/2014	COD	1

Application Notes:

Invoice for deposit per contract.

ORIGINAL CONTRACT SUM..... 125,628.54
 NET CHANGE BY CHANGE ORDERS.....0.00
 CONTRACT SUM TO DATE 125,628.54
 TOTAL COMPLETED AND STORED TO DATE25,125.71
 LESS PREVIOUS CERTIFICATES FOR PAYMENT0.00
 SALES TAX..... 1,077.89
CURRENT PAYMENT DUE 26,203.60

BALANCE TO FINISH, PLUS RETAINAGE 100,502.83

BID FORM

28' X 68' MODULAR CLASSROOM BUILDING

AT PAYSON CAMPUS

201 N. MUD SPRINGS RD., PAYSON AZ.

1. Snow load per local requirements, center post OK.
2. T-grid ceiling
3. New wall framing.
4. New doors & windows.
5. 1/2" drywall throughout, textured and painted.
6. Electrical; modular to be Single Phase unit connected to new 400 AMP service installed by others, duplex receptacles, 2x4 recessed light fixtures.
7. New ADA restroom.
8. Flooring; 1/8" VCT tile and 4" vinyl base throughout.
9. Plumbing; add (3) European Cultured Marble Black Shampoo Bowls by Marble Products, (1) hand wash sink and (1) self rimming bar sink, water rough in, waste rough in, 50 gallon electric water heater.
10. Mechanical; Wall Mounted, Ducted HVAC Systems.
11. Cabinetry; base cabinets and countertop.
12. Exterior walls to be prepped to receive Cement Stucco by others.
13. Shipping to site.
14. Pad & Pier Above grade set, pressure treated skirting.
15. Connect to utilities, which are to be completed by others.
16. Modular to be used/repurposed and configured per specs.
17. Necessary engineering, permits, submittals and approval.
18. See attached Floor Plan.

LUMP SUM BASE BID WITH APPLICABLE TAXES \$ _____

Submitted by:

Supplier/manufacturer: _____

By: _____ **Date** _____

Title: _____

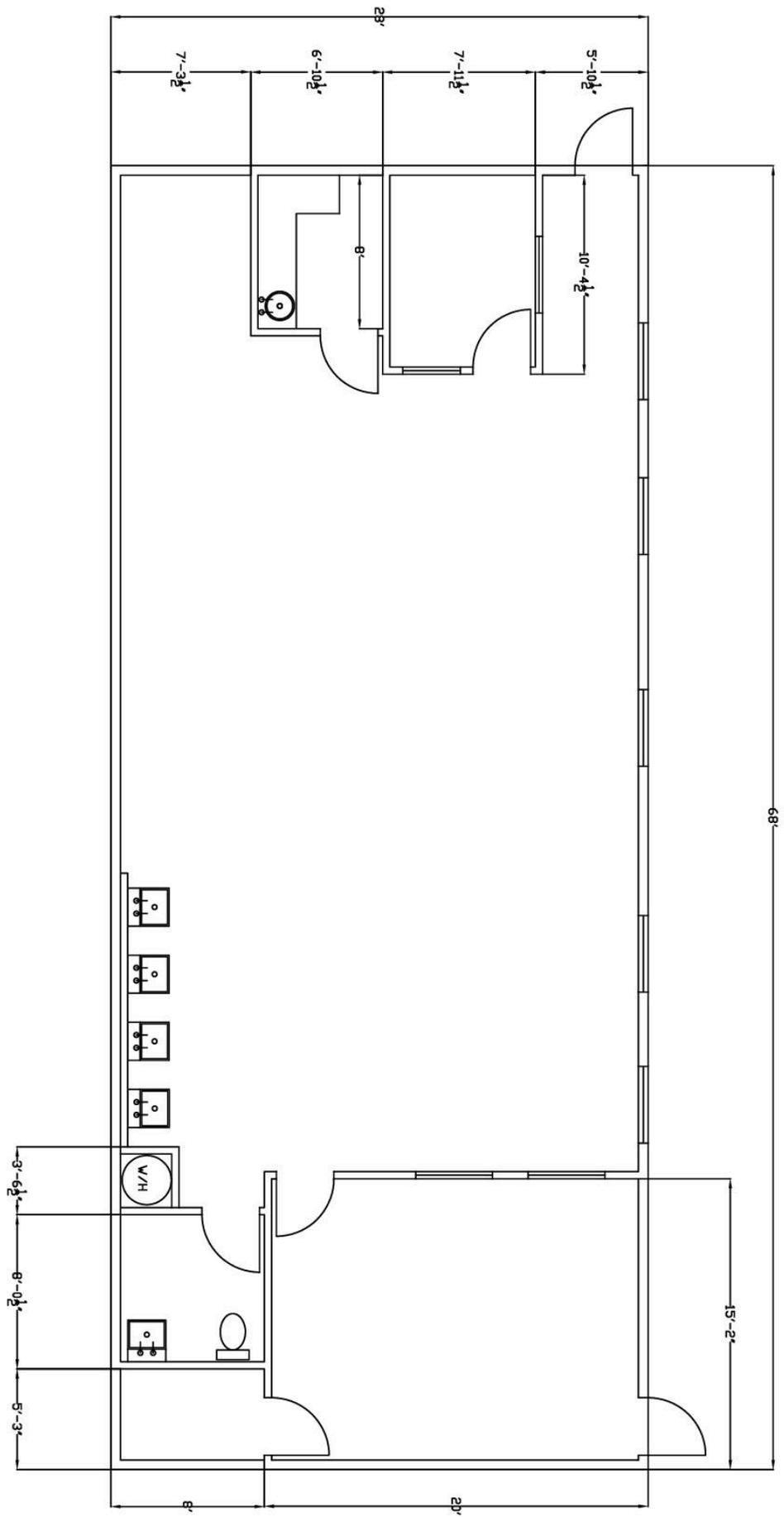
Address: _____

Telephone: _____ **Fax** _____

Email _____

License No. _____

NOTE: Attach additional pages if required.



Notice of Intent to receive bids

Gila Community College intends to receive bids for supply and installation of (1) 28' X 68' repurposed modular building for proposed Cosmetology Facility at the Payson Campus at 201 N. Mud Springs Road in Payson. Interested bidders can obtain scope, specifications and bid documents by requesting same by calling the Maintenance Supervisor or the Senior Dean at (928) 425-8481. The bid deadline shall be May 9 at 1 P.M. by sealed bid delivered to the GCC Gila Pueblo Campus Administration Office in Globe. Faxed bids will not be accepted. Only responsive and responsible bids shall be considered for the award of the project. Bids will be opened on May 9 at 2:00 P.M. at the Gila Pueblo Campus.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2527

Regular Agenda Item 2. B.

Special Meeting

Meeting Date: 05/13/2014

Submitted For: Jeffrey Hessenius,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2015-2015 Budgeted?: Yes

Contract Dates 6-26-14 to Grant?: No

Begin & End: 6-25-15

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 041414 for Bulk Fuel & Lubricants.

Background Information

The current contract for a supplier to provide for the fuel and lubricant needs of Gila County will expire on June 25, 2014.

Evaluation

The approval to advertise Invitation for Bids No. 041414 will allow suppliers the opportunity to submit proposals to Gila County for the County's fuel and lubricant needs.

Conclusion

The Invitation for Bids for bulk fuel and lubricants will advertise in the Arizona Silver Belt on May 28 and June 4, 2014. Bid due date will be June 11, 2014.

Recommendation

Staff recommends that the Board of Supervisors approve the advertisement for Invitation for Bids No. 041414 for the purchase of bulk fuel and lubricants.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 041414 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(Jeff Hessenius)**

Attachments

Request to Advertise

Solicitation

Invitation for Bid 041414 Bulk Fuel & Lubricants



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
041414

BID DUE DATE: June 11, 2014 **TIME:** 10:00 AM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Conference Room
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: May 28 and June 4, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

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

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

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
041414
BULK FUEL AND LUBRICANTS**

Table of Contents	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	6
Section 3: Special Terms & Conditions.....	11
Section 4: Instructions to Submitters.....	17
Contract Forms:.....	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 East Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
041414**

BID DUE DATE: June 11, 2014 **TIME:** 10:00 AM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Conference Room
1400 E. Ash Street, Globe, AZ 85501

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Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

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

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

SOLICITATION NO. 041414**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of this Invitation for Bid to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. Contractor Responsibilities

Contractor shall be required, upon delivery, to pump all fuels from containers into the County's storage tanks. It is the responsibility of the Contractor to supply pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.

Contractor shall send copies of all delivery tickets as outlined in Item 5 of this section, to the individual identified on the County's purchase order via email or fax within two (2) business days of delivery.

Contractor shall ensure delivery of correct quantities ordered. Any delivery in excess of actual quantities ordered shall be refused.

Contractor shall be responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.

Contractor shall be responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of a spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.

Contractor shall immediately report any spillage or damage to the County. Clean up of spillage and/or repairs to the damaged equipment shall be performed in accordance with EPA and State of Arizona guidelines. Contractor must contact Terry Solberg at 928-812-0436 or John Root at 928-402-8524 when spillage occurs.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

3. County Responsibilities

The County will ensure access to the fuel locations during normal business hours of 7:00 A.M., MST through 4:00 P.M., MST, Monday through Friday.

The County will make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets. If fuel can not be delivered during normal business hours, stated above, please contact the Fuel Coordinator at 928-812-0436.

The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

4. Product Specifications

Gasoline & Oxygenated Fuels

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414***Tank Location and Fuel Usage***

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2013-2014 Thru March 24, 2014	Usage for 2013-2014 Thru March 24, 2014	Estimated Usage for 2014-2015	Estimated Usage for 2014-2015
			Unleaded	Diesel	Unleaded	Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	39,451	19,314	52,600	25,750
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	39,839	31,406	53,120	41,900
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	12,703	7,758	16,940	10,350
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,357	5,243	5,800	7,000
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	---	28,062	N/A	37,420	N/A

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- 15WT – 40WT CL-4
- 5WT – 20WT S/N Full Synthetic Engine Oil
- 5WT – 30WT S/N Full Synthetic Engine Oil
- 90WT API GL-5 Gear Oil
- 75WT – 90W Full Synthetic Gear Oil
- CAT TO-4 30WT or equivalent
- CAT TO-4 50WT or equivalent
- Tractor Hydraulic Oil 46WT
- LLC Extended Life Antifreeze (Pink)

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Non-Metered Products:

- Multipurpose #1 Chassis Lube
- Multipurpose #2 Chassis Lube
- Extreme Pressure 3% Moly #1 Chassis Lube
- Extreme Pressure 3% Moly #2 Chassis Lube

5. Bulk Fuel Delivery Ticket

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, Item 5, invoicing.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

SOLICITATION NO. 041414**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

- A. The name, address and telephone number of the protester.
- B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 041414**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.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid (IFB) issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

SOLICITATION NO. 041414**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.

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 vendor(s) 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 vendor 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**.

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 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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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, 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.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 041414**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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be 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 amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SOLICITATION NO. 041414**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document. Additionally, invoices may be emailed to: accountspayable@gilacountyaz.gov.

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 041414**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Definitions

- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. Price Proposal

The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

All prices offered consider gallon usage and the fuel tank capacity.

All prices offered for fuel shall be based on the Oil Price Information Survey (O.P.I.S.) Phoenix Unbranded Average Rack price.

All prices offered shall indicate plus or minus (+ or -) O.P.I.S.

All prices offered shall be four decimal places from the published price by the respective O.P.I.S.

All applicable taxes shall be billed as a separate line item on the invoice (**provide the name of the applicable tax**).

All O.P.I.S. reports shall be faxed or electronically sent to the Fuel Coordinator.

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In the event a respective O.P.I.S. report is not available for any reason, the pricing from the last previous report will prevail.

If fuel is delivered on a Sunday, pricing shall be referenced from the Saturday's O.P.I.S. report.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

- **REGIONS:** Supplier must service all locations listed in the proposal.
 - Copper Region: Globe, Tonto Basin, Roosevelt
 - Timber Region: Payson, Young

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in Item No. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

SOLICITATION NO. 041414**14. Delivery**

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

16. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

17. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

18. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

19. Indemnification

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

SOLICITATION NO. 041414**20. Insurance Requirements**

The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

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

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

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

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

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

SOLICITATION NO. 041414

- 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 the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**, 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 the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SOLICITATION NO. 041414**21. Licenses, Permits, Certifications, Fees**

Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO SUBMITTERS AND SECTION 2, GENERAL TERMS AND CONDITIONS - AWARD CONTRACT, 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the 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 offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer 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 Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award pages, at time and place of opening, shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

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- F. No alterations in Bids, 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 Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

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

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract**Submittal Bid Format**

It is requested that One (1) Original and Two (2) Copy (3 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

SOLICITATION NO. 041414

- 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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers, at the place and prior to the time designated for receipts of offers.
 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 Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

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Globe, Arizona 85501

(928)425-3231

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Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "041414", Date "JUNE 11, 2014", and Time "10:00 AM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 041414

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Email Address

Offeror's (Company) Name

Company Email Address

Address

Signature of Person Authorized to Sign Offer

City State Zip

Printed Name Date

Phone

Title

Facsimile

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the County.

This contract shall henceforth be referred to as Contract No. 041414

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Clerk of the Board

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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.

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

1. Name, 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 (under your firm's present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor 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.

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

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: _____ Number: _____

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon		Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon		Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon		Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon		Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon		Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

<p>PRICE SHEET</p> <p>Gila County 1400 East Ash Street Globe, Arizona 85501</p> <p>SOLICITATION NO. 041414</p>
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Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon		Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon		Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon		Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon		Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: _____ Number: _____

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4				
5W – 20W S/N Full Synthetic Engine Oil				
5W – 30W S/N Full Synthetic Engine Oil				
90W API GL-5 Gear Oil				
75W – 90W Full Synthetic Gear Oil				
CAT TO-4 30WT or equivalent				
CAT TO-4 50WT or equivalent				
Tractor Hydraulic Oil 46WT				
LLC Extended Life Antifreeze (Pink)				

NON-METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube				
Multipurpose #2 Chassis Lube				
Extreme Pressure 3% Moly #1 Chassis Lube				
Extreme Pressure 3% Moly #2 Chassis Lube				

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

 Company Name Company Representative
 If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

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

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

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

Company Name

Signature of Authorized Representative

Title

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Employer identification number																			
Employer identification number																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

At the time of submission of bids for Invitation for Bid No. 041414 Bulk Fuel & Lubricants, 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, phone number, and ROC number.

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

Name of Firm

By: (Signature)

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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

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

Any breach of Firm'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 Firm 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, Firm 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.

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

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (Attachment A)	_____
Qualification & Certification Form (Attachment B)	_____
Price Sheet (Attachment C)	_____
References (Attachment D)	_____
IRS W-9 Form (Attachment E)	_____
Non-Collusion Affidavit (Attachment F)	_____
Intentions Concerning Subcontractors (Attachment G)	_____
Legal Arizona Works Act Compliance (Attachment H)	_____
Checklist and Addenda Acknowledgment (Attachment I)	_____

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 Procurement Group and bear the following statement on the outside of the envelope: **Offeror Name, Bid No. 041414 Bulk Fuel & Lubricants, Date 6-11-14, 10:00 A.M.** All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before June 11, 2014, 10:00 A.M.