

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 032124**

**NORTHERN GILA COUNTY WATER STORAGE SYSTEM PROJECT**



**\*BOARD OF SUPERVISORS\***

**Stephen Christensen, Chairman**

**Timothy Humphrey, Vice Chairman**

**Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
032124**

**BID DUE DATE: Tuesday, May 14, 2024**

**TIME: 11:00 AM**

**DESCRIPTION: Purchase of 56 – 5,000 gallon water storage tanks**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: STEPHANIE CHAIDEZ  
COPPER BUILDING  
1350 EAST MONROE GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

Invitation for Bid for the materials and 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) 402-8897 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: April 23, 2024, and April 30, 2024.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Signed: \_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

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**BID NO. 032124**  
**Purchase of 56 – 5,000-gallon water storage tanks**

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**GENERAL SCOPE**

It is the intent of this solicitation to purchase 56 – 5,000 gallon water storage tanks for use in the initial attack on wildfires throughout Northern Gila county.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 13, and as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

The purchase of the following:

- 20,000 Gallons of water storage would be needed at each of the 14 sites.
- Tanks should be made of a durable PVC material.
- Tanks must be vertical and top-fill.
- Must be equipped with 4" Cam lock fitting.
- Must be able to withstand freezing temperatures as well as extreme heat.
- Tanks should come with repair kits.
- Vendor must be able to plumb tanks prior to shipping. (Plumbing after purchase would void any warranty)
- Four 5,000 Gallon tanks per site would be preferable over a single 20,000-gallon tank due to wide-load shipping costs and limited access through small, unmaintained road systems.
- Vendor will provide shipping to a central location in Northern Gila County.
- Tanks should be equipped with some sort of gauge to check water levels.
- Vendors would provide a quote for 56 - 5,000-gallon water storage tanks.

**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids 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 vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) 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 Invitation for Bids shall be listed on the Bid.
- 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 vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 20.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB 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 an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB 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 IFB due date and time. Questions received less than five (5) 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.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

**It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright 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 Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase of 56 - 5,000-gallon water storage tanks", "Bid No. 032124", "May 14, 2024" and "11:00 AM" shall be written on the face of the envelope.**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 AM. AZ Time, Tuesday, May 14, 2024. Bids will be opened at 11:00 AM., Tuesday, May 14, 2024.**

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Bids; or portions thereof; or
    3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(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 Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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 Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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



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**Purchase of 56 - 5,000-gallon water storage tanks**

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*General Terms & Conditions continued...*

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors 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 Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 032124 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**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 Vendor 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 Bids No. 032124, issued by the County, and the offer submitted by the Vendor 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 which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, 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 Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**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 Vendor.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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Exhibit "B" Contract Award Agreement continued...

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The 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 Vendor.

**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, 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.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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Exhibit "B" Contract Award Agreement continued...

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor 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 Vendor 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.

**General**

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

**Indemnification Clause**

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

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 032124**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase AR-15 Rifles. This Invitation for Bid No. 032124 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes 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 proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2025. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2025**, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Product must be delivered no later than June 30, 2025. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder. If vendor sends County Procurement written documentation from the manufacturer Forty-Five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

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**SPECIFICATION/PRICE SHEET**

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

**Vendor Name:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

<b>QTY</b>	<b>DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
<b>56</b>	5,000 Gallon Water Storage Tanks		
<b>OTHER COSTS</b>			
<b>SALES TAX</b>			
<b>TOTAL</b>			

**Delivery Location:** Gila County Public Works Yard, 5318 AZ-260, Star Valley, AZ 85541

**Estimated Date of Delivery:** \_\_\_\_\_

**Vendor Name & Phone Number:** \_\_\_\_\_

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 032124 Purchase of 56 - 5,000 gallon water storage tanks**

The applicant submitting this Bid warrants the following:

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

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2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (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 Vendors disqualifications, 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 Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

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

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

\_\_\_\_\_  
**Title**

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is

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

of \_\_\_\_\_ and  
(Name of Business)

That he is bidding on **Gila County Bid No. 032124 - Purchase of 56 - 5,000 gallon water storage tanks**  
and,

That neither he nor anyone associated with the said \_\_\_\_\_  
\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Title**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Notary Public**

**My Commission expires:**  
\_\_\_\_\_



**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

.....I am unable to certify the above statements. My explanation is attached

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

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

\_\_\_\_\_  
**Signature of Authorized Representative**

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

\_\_\_\_\_  
**Title**

**ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

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

\_\_\_\_\_  
**Title**

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

## **Certification of No Forced Labor:**

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People’s Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People’s Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People’s Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**Date:** \_\_\_\_\_

**Vendor** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

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

\_\_\_\_\_  
**Title**

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

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**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
VENDOR:

\_\_\_\_\_  
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 032124 Purchase of 56 - 5,000 gallon water storage tanks.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before May 15, 2024, 1:00 PM.

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 032124 Purchase of 56 - 5,000 gallon water storage tanks**

**Firm Submitting Bid:**

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

\_\_\_\_\_  
Address

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

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

Email: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Title**

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

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 032124 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 032124**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
The Gila County Attorney's Office