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Page: 2 of 28

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ORIGINAL

**REQUEST FOR  
SEALED BID**

OPEN MEETING AGENDA ITEM



**Water Tank Project - Dismantle  
Remove - Relocate  
Re-Erect**

as specified

Arizona Corporation Commission

**DOCKETED**

DEC 12 2008

DOCKETED BY	<i>MM</i>
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**Bid # 042106-1**

AZ CORP COMMISSION  
DOCKET CONTROL

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**TABLE OF CONTENTS:**

**PAGE**

**Request for Sealed Bid No. 042106-01** ..... 1

**Advertisement** ..... 3

**Scope of Work** ..... 4

**Exhibit "A"; Instructions To Offerors** ..... 5

    Preparation of Sealed Bid ..... 5

    Amendments ..... 6

    Inquires ..... 6

    Late Proposal ..... 7

    Submittal Bid Format ..... 7

**General Terms and Conditions** ..... 9

    Acceptance Contract/Agreement ..... 9

    Protests ..... 9

**Exhibit "B" Contract Award Agreement** ..... 10

    Indemnification ..... 10

    Overcharges by antitrust Violations ..... 11

    Authority to Contract ..... 11

    Contract Amendments ..... 11

    Contract Default ..... 11

    Right of Assurance ..... 12

    Co-op Intergovernmental Purchasing Agreement ..... 12

    Cancellation of County Contracts ..... 12

    Termination of Contract ..... 12

    Proposal Evaluation Process ..... 13

**Exhibit "C"; Minimum Product Specifications/Information** ..... 14

    Section 1.0; General Purpose ..... 14

    Section 2.0; Emergency/Disaster Priority ..... 14

    Section 3.0; Bid Pricing ..... 15

    Section 3.2; Terms of the Contract ..... 15

    Section 4.0; Ordering And Delivery ..... 15

**Insurance Provisions** ..... 16

    Commercial General Liability - Occurrence Form ..... 16

    Automobile Liability Insurance ..... 16

    Worker's Compensation and Employee's Liability ..... 16

    Pollution Legal Liability (for transported cargo only) ..... 16

    Builders' Risk Insurance or Installation Floater ..... 17

    Additional Insurance Requirements ..... 17

    Notice of Cancellation ..... 18

    Acceptability of Insurers ..... 18

    Verification of Coverage ..... 18

    Subcontractors ..... 19

    Approval ..... 19

**Qualification and Certification Forms (Signature Required)** ..... 20 & 21

**Reference List (Signature Required)** ..... 22

**Proposal Price Sheet** ..... 23

**Offeror Page (Signature Required)** ..... 24 & 25

**2006-013491**

Page: 3 of 28  
08/08/2006 03:25P  
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Gila County, AZ

CONT

**GILA COUNTY  
NOTICE OF INVITATION FOR SEALED BID  
BID NO.: 042106-1 Water Tank Contract Project**

Request Sealed Bids for qualified contractors to provide services as specified for the Gila County Public Works Division to dismantle, remove, relocate, re-erect Potable Water Tank Located in Pine, Arizona.

**SUBMITTAL DUE DATE: 10:00 A.M. /M.S.T. Local AZ Time Friday, July 14, 2006**

RETURN PROPOSAL:

GILA COUNTY PUBLIC WORKS  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

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

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the Gila County Public Works, Guerrero Complex Office Clock.

Interested Offerors may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8521 OR the Gila County Purchasing Department 928-402-8626. OR [www.gilacountyaz.gov](http://www.gilacountyaz.gov) Bidders are strongly encouraged to carefully read the entire Request for Proposal.

A **pre-bid meeting** will be held with the Project Manager, Jerry Farr, July 13, 2006 at 10:00 A.M. at the Payson County complex, 714 S. Beeline Highway, Payson, Arizona.

Questions regarding the technical aspects of this request for sealed bid should be directed to:

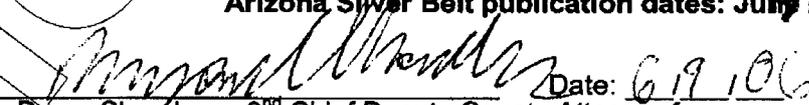
MR. JERRY FARR, Project Manager, Public Works Engineering Department PH. 928-474-7118

Questions regarding the general terms and conditions of this Request for proposal and Professional Services Contract should be directed to:

MS. DIANA JONES, GRANT WRITER, PUBLIC WORKS PH. 928-402-8516

The Board of Supervisors reserves the right to reject any or all bids, or to accept any proposal, 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 East Ash Street, Globe, AZ and the Purchasing Department, 4047 E. Hwy 60-70, Miami, AZ

Arizona Silver Belt publication dates: July 13, 2006 and July 14, 2006

Signed: 

Date: 6/19/06

Bryan Chambers, 2<sup>nd</sup> Chief Deputy County Attorney for  
Daisy Flores, County Attorney

Signed: 

Date: 6/20/06

Steven L. Besich, County Manager

**REQUEST FOR SEALED BID  
BID NO.: 042106-1 Water Tank Contract**

**GENERAL SCOPE OF WORK**

It is the intent of this Invitation for Bid to establish a contract for a qualified contractor to furnish all labor, material and equipment, to dismantle by cutting down and moving a (58') fifty-eight foot in diameter by (16') sixteen foot High Open Top Water Tank. Contractor will remove, relocate, and re-erect water tank from Pine, Arizona on Highway 87 to a new site, approximately (5) five miles. All bidders should understand that Material specifications, as listed on the pricing page 23, for the re-erection and construction of this Water Tank shall comply with potable usage.

All specifications, and terms and conditions, under this Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: **Exhibit "C") Pages 14, 15, 16, 17, and 18 as specified on Price Sheet pg. 23 for total price being proposed.** Offerors who agree to provide the minimum Bid Specifications for this product shall be considered for award.

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**REQUEST FOR SEALED BID**  
**BID NO.: 042106-1 Water Tank Contract Project**

**INSTRUCTIONS TO OFFERORS**

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**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO OFFERORS AND EXHIBIT "B", CONTRACTORS 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 OFFERORS**

**Preparation of Sealed Bid**

- A. Sealed bids will be received by the County of Gila, from individuals and firms to provide the product(s), goods and services contained to establish a contract for as specified. The County seeks sealed bids only from qualified, experienced firms able to provide service which is, in all respects, responsive to the specifications. All bids shall be on the forms provided in this invitation for Sealed Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid and Qualification Form each firm shall familiarize itself with the scope of work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the Firm. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Offerors must complete the Bid and Qualification Forms provided in this invitation to bid package in full, original signature in ink, by the persons(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 Form in evaluating the capacity of firms to perform the Scope of Services as set forth in the Contract. Failure of any Firm to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of Firm(s) from further consideration.

2006-013491

Page: 6 of 28  
18/08/2006 03:25P  
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Gila County, AZ

CONT

**REQUEST FOR SEALED BID**  
**BID NO.: 042106-1 Water Tank Contract Project**

**INSTRUCTIONS TO OFFERORS**

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- D. The names of all persons authorized to sign 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 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 Firm; if initialed, the County may require the Firm to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this request for Sealed Bid must be acknowledged by all bidders in one of the following manners:

- 1. The Bid and Qualification Form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).
- 2. Copies of all addenda (if any) must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manner may result in a bid being rejected as non-responsive. Signify receipt of all addenda to: Gila County Public Works.

**Inquiries**

- A. Any question related to this Invitation for Bids 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/Proposals should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Offeror(s) must not place the Request 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 Request 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. A tabulation of bids received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**2006-013491**

Page: 7 of 28  
08/08/2006 03:25P  
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### **Late Proposal**

Any proposal received later than the date and time specified on notice for sealed bid will be returned unopened. Late proposals shall not be considered. Any Bidder submitting a late Proposal shall be so notified.

### **Submittal Bid Format:**

**It is requested that Three (3) Original copies (3 TOTAL) of the Bid and Qualification Forms, Reference List, Price Sheet, and Offer Page should 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 Bids, 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 Acceptance page, bidder certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The bidder 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 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. Bids submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipt of Bids.
3. The County is not responsible for any bidder's errors or omissions. Negligence in preparing an offer confers no right to the bidder unless the bidder discovers and corrects such errors prior to the bid deadline.

**2006-013491**

Page: 8 of 28  
08/08/2006 03:25P  
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The Bid shall be submitted in a sealed envelope, a minimum of Three (3) copies will be provided by the Offeror. The words "SEALED BID" with BID TITLE: "Water Tank Project", CONTRACT NUMBER "042106-1", DATE "July 21, 2006", and TIME "10:00 AM/MST" of bid opening shall be written on the envelope. The firm shall assume full responsibility for timely delivery at the location designated in the Notice.

Unofficial Copy

**REQUEST FOR SEALED BID**  
**BID NO.: 042106-1 Water Tank Contract Project**  
**GENERAL TERMS AND CONDITIONS**

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**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 IFB, 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 bidder(s). To insure 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 Public Works prior to contract award.
3. Further, the County reserves the right to reject the bid 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 to 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 bids are most advantageous to the County may be invited to appear before the Board for an oral interview.
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 successful execution of the contract.

**PROTESTS:**

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after bid opening. A protest 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.

**2006-013491**

Page: 10 of 28  
08/08/2006 03:25P  
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- 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.

**EXHIBIT "B" CONTRACTOR 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 page 24, Bidders OFFER PAGE, Exhibit "D" Offerors Qualification and Certification form(s), pages 20 & 21; Reference List appearing on page 22.

**INDEMNIFICATION:**

To the fullest extent permitted by law, the contractor agrees to indemnify, defend, and hold harmless Gila County, a body politic and corporation of State of Arizona, its board members, officers, employees, agents and other officials from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but not limited to, reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in part by reasons of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar such laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

The contractor shall hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles on appliances furnished or used under this contract, and agrees to defend, at his own expense, any and all actions brought against the County or himself due to the unauthorized use of such articles.

**2006-013491**

Page: 11 of 28  
08/08/2006 03:25P  
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## **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 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 of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

## **CONTRACT AMENDMENTS**

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

## **CONTRACT DEFAULT**

- A. The County, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the contractor fails to make delivery of the supplies or to perform the services within the time 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.

**2006-013491**

Page: 12 of 28  
08/08/2006 03:25P  
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### **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 upon given **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.

**2006-013491**

Page: 13 of 28  
08/08/2006 03:25P  
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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.

#### **PROPOSAL EVALUATION PROCESS**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: (50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the Count's best interest.**

#### **GENERAL**

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

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

2006-013491

Page: 14 of 28

08/08/2006 03:25P  
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Gila County, AZ

CONT

**REQUEST FOR SEALED BID**  
**BID NO.: 042106-1 Water Tank Contract Project**  
**MINIMUM SPECIFICATIONS - TERMS AND CONDITION**

**EXHIBIT "C" Minimum Specifications - Product Specifications**

**PURPOSE:**

It is the intent of Gila County to establish, by this invitation to bid, a contract to remove, relocation, and re-erect Potable Water Tank.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**GENERAL:**

- 1.1 All product specifications are minimum. Contractor must provide product specification sheet.
- 1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.
- 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 bid. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its bid submission to assure the following requirements are met.
  - 1.5.1 One (1) original and two (2) copies of all submissions is MANDATORY
  - 1.5.2 Qualification and Certification Forms, Mandatory (Attachment page 20 & 21)
  - 1.5.3 References (Attachment page 22)
  - 1.5.4 Pricing page, MANDATORY (Attachment page 23)
  - 1.5.5 Contract Agreement page, MANDATORY (Attachment page 24 & 25)

**SECTION 2.0**

**EMERGENCY/DISASTER PRIORITY**

- 2.1 Reserved

**SECTION 3.0**

**BID PRICING:**

- 3.1 The offeror shall submit the bid in the form of a firm unit price. Prices shall be in effect for the duration of the contract period at the unit prices bid. Initial cost of contract period shall remain in effect for the first Ninety (90) days. Bidder 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 contractor's discovery of any such price reduction.

006-013491

page: 15 of 28

3/08/2006 03:25P

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Should suppliers beyond a reasonable amount increase contractor's costs during the life of the awarded contract, the Gila County Board of Supervisors reserves the right to accept or reject such price increases and continue or discontinue the contract for the remaining period originally awarded to the contractor.

- 3.2 The term of the contract shall commence upon award and shall remain in effect to cover a period of One (1) Year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. In the event that 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 with the exception of price. Pricing for any extensions of the contract beyond the first 12 months will be the contractor's invoiced cost per unit plus reasonable profit and delivery costs. Profit and delivery costs for the extension(s) may be negotiated should the contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisors' approval prior to any such extension. The Gila County Board of Supervisors reserves the right to audit the contractor's financial records to determine the need for all proposed price increases.

**SECTION 4.0  
ORDERING AND DELIVERY:**

- 4.1 DELIVERY Location Site, as designated on page 23, will be stated, by contacting Mr. Jerry Farr, Gila County Engineering Department: phone number 928-474-7118, on the pricing pages of this call for bid. 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.
- 4.2 ORDERING  
Gila County does not warrant the order quantity of any product prior to actual need. Gila County's Public Works personnel may re-order product as it become necessary or based on the required needs within the county during the term of this contract.
- 4.3 Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The County will assist the Contractor in arranging for inspection.

2006-013491

Page: 16 of 28  
08/08/2006 03:25P  
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**REQUEST FOR SEALED BID  
 BID NO.: 042106-1 Water Tank Contract Project**

**INSURANCE PROVISIONS**

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

**1. Commercial General Liability - Occurrence Form**

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

**COVERAGE AFFORDED**

• General Aggregate	\$2,000,000
• Product - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

**LIMITS OF LIABILITY**

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

**2. Automobile Liability Insurance**

Bodily injury and Property Damage for any owned, leased & hired, and/or non-owned vehicles used in the performance of this Contract.

**COVERAGE AFFORDED**

• Automobile Liability Insurance	\$1,000,000
----------------------------------	-------------

**LIMITS OF LIABILITY**

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 Employees' Liability**

**COVERAGE AFFORDED**

• Workers Compensation	Statutory
• Employee Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

**LIMITS OF LIABILITY**

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

**4. Pollution Legal Liability (for transported cargo only)**

In the Scope of Services in this Contract requires the transportation of any hazardous materials, the Contractor shall provide coverage with limits of at least:

**COVERAGE AFFORDED**

• Per Occurrence	\$5,000,000
• Annual Aggregate	\$5,000,000

**LIMITS OF LIABILITY**

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"**.

**2006-013491**

Page: 17 of 28  
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- b. If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall **provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.**
- c. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**5. Builders' Risk Insurance or Installation Floater \$ \_\_\_\_\_** In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The County of Gila, the Contractor, sub-contractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insureds on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapsed because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the County of Gila.
- g. Contractor is responsible for the payment of all policy deductibles.

**ADDITIONAL INSURANCE REQUIREMENTS:** The Policies are to contain, or be endorsed to contain, the following provisions:

1. The Insurance policies required by this Contract, where the County 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 not 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.

**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, cancelled,

2006-013491

Page: 18 of 28

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reduced in coverage or endorsed to lower limits after thirty (30) days prior written notice has been given to the County. Such notice shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of not less than that B+ VI or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to Gila County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential Insurer insolvency.

**VERIFICATION OF COVERAGE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. Contractor shall, within ten (10) days after the award of bid, furnish the County with certificates of Insurance (ACORD form or equivalent approved by the County) as required by this Contract, for the required insurance coverage. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

*"Gila County, a politic and corporate of the State of Arizona, its Board members, officers, employees, agents, and other officials"* shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, **the certificate holder shall be listed only as Gila County, Arizona, 1400 East Ash Street, Globe, AZ 85501.**

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 the Contract or to provide evidence or renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Public Works Fiscal Coordinator, Ms. Shannon Coons, 1400 East Ash Street Globe, AZ 85501. The County project/contract number and project description are to 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.

2006-013491

Page: 19 of 28  
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**SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall include all subcontractors as additional insured under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

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

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REQUEST FOR SEALED BID # 042106-1  
Water Tank Contract Project

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" BIDDERS QUALIFICATION AND REFERENCE LIST

**PURPOSE:**

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

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

SECTION 5.0

**CONTRACT NUMBER 042106-1 WATER TANK CONTRACT PROJECT**

The applicant submitting this Bid warrants the following:

5.1 Name, Address, and Telephone Number of Principal Firm:

CASHION TANK & STEEL CO

P.O. Box 306 CASHION, AZ 85329

623-932-3380

- 5.2 Had Offeror (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 Offeror failed to perform in the narrative part of this Contract.
- 5.3 Has Offeror (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 Offerors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
- 5.4 Has a contracting agency ever terminated a contract for cause with Offeror (under your firm's present or any previous name)? \_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Offeror was terminated in the narrative part of this Contract.
- 5.5 Offeror must also provide at least the following information:
- A brief history of the Offerors Firm.
  - A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - A List of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the

Reference List, attached hereon and made a full part of this contract by this reference.

- d. List the specific qualifications the Offeror has in supplying the specified services.
- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the bid. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies** (One (1) original and One (2) copies) included in the bid package.
- f. Gila County reserves the right to request additional information.

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Darlene Spiva  
Signature of Authorized Person to Sign

DARLENE SPIVA  
Printed Name

SEC  
Title

Addendum No.: \_\_\_\_\_ (if applicable)

Acknowledged as received on: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
Signature of Authorized Person to Sign

Unofficial Copy

**REQUEST FOR SEALED BID  
BID NO.: 042106-1 WATER TANK CONTRACT PROJECT**

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of Offerors under consideration for final award.

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

**REFERENCES:**

Please list at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila County as possible.

<b>CUSTOMER NAME AND ADDRESS</b>	<b>TELEPHONE</b>	<b>PRIMARY CONTACT</b>
----------------------------------	------------------	------------------------

*Darlene Spiva*  
Signature of Authorized Person to Sign

DARLENE SPIVA  
Printed Name

Sec  
Title

Unofficial Copy

**REQUEST FOR SEALED BID  
 BID NO.: 042106-1 WATER TANK CONTRACT PROJECT**

**Pricing Sheet**

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

**Contract #042106-1 Water Tank Contract Project**

Contractor will furnish all labor, material and equipment to complete all work in regard to:	Meets Minimum Specifications YES	Meets Minimum Specifications NO	Price.
Cut down existing water tank in large pieces no smaller than ten (10') feet to twelve (12') feet.	X		\$ 25,000
Move South of Pine AZ on Highway 87 approximately five (5) miles to new site.	X		\$ 15,000
Re-erect water tank at new site	X		\$ 30,000
Sandblast inside and outside	X		\$
Paint interior per Standard NSF 61- SSPC Near White	X		\$
AWWA Inside System 1 Two Component Catalyzed Epoxy 8 - 12 mil dry film thick	X		\$
AWWA Outside System 1 Alkyd Enamel 4-6 mil dry film thick.	X		\$
Provide New gravel ring 3/16 X 8'	X		\$ 1000.00
<b>Complete scope of work within 90 days after order to proceed.</b>			
<b>COMPLETED Water tank shall be POTABLE AND MEET ALL REQUIRMENTS</b>			<b>\$ 94,000</b>

\* Price to Include All Applicable Taxes, Freight and Required Fees. No Tax shall be levied against Labor.

**Gila County will prepare tank base and install gravel ring and fill with 3/4" rock.**

**Please contact Mr. Jerry Farr at 928-474-7118 for additional information and to view water tank location and relocation sites.**

REQUEST FOR SEALED BID  
BID NO.: 042106-1 WATER TANK CONTRACT PROJECT

OFFER PAGE

TO GILA COUNTY:

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

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

Contract Number: 042106-1 Water Tank Project in Pine, Arizona

Firm Submitting Proposal:

CASHION TANK & STEEL CO.  
Company Name  
P.O. Box 306  
Address  
CASHION AZ 85329  
City State Zip

For clarification of this offer, contact:

Name: DARLENE SPIVA  
Phone No.: 623-932-3380  
Fax No.: 623-932-1116  
Email: TANKS4825@AOL.COM

Darlene Spiva  
Signature of Authorized Person to Sign  
DARLENE SPIVA  
Printed Name

SEC  
Title

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

Acceptance Offer continued...

Gila County, AZ

CONT

The offer is hereby accepted.

The Vendor Cashion Tank & Steel Co. is now bound to provide the materials or services listed in IFB No.: 042106-1 Water Tank Project in Pine, Arizona, including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

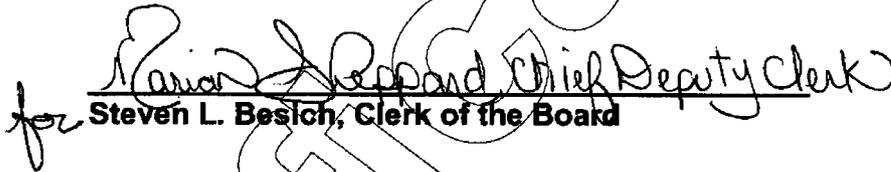
The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this 08 day of August, 2006

  
José M. Sanchez, Chairman of the Board

**ATTEST**

  
for Steven L. Besich, Clerk of the Board

**APPROVED AS TO FORM**

  
Bryan Chambers, 2<sup>nd</sup> Chief Deputy County Attorney  
for Daisy Flores, County Attorney



Gila County Public Works

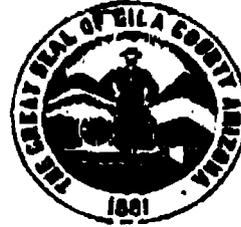
928 425 8104 P.02

**Tommie C. Merda, District 1**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**José M. Sanchez, District 17**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District 11**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

PAX (928) 425-0319 TDD (928) 425-0839



**Steven L. Bealch, County Manager**  
Clerk of the Board  
Phone (928) 425-3231 Ext. 8797

**Richard Geona, Finance Director**  
Phone (928) 425-3231 Ext. 8743

**Evelyn Esparza**  
Asst. Purchasing Manager  
Phone (928) 425-3231 Ext. 8626

**GILA COUNTY**  
www.gilacountyaz.gov

**ADDENDUM - 1**

**BID # 042106-01**  
**WATER TANK RELOCATION PROJECT**

**Addition to Scope of Work Pricing Sheet page 23.**

**Add permanent welded roof to water tank using same specifications on bid:**

- Sandblast inside and outside**
- Paint interior per Standard NSF 61-SSPC Near White**
- AWWA Inside System 1 Two Component Catalyzed Epoxy 8 - 12 mil dry film thick**
- AWWA Outside system 1 Alkyd Enamel 4 - 6 mil dry film thick**

**Provide cost of roof addition and fax to (928) 425-8104 before 10:00 AM MST, July 21, 2006. Must be part of Bid packet.**

**ROOF COSTS 50,000.00**

**CASHION TANK & STEEL**  
P. O. Box 306  
Cashion, AZ 85329

**623-932-3380 — 623-932-1116 Fax**

2006-013491

Page: 27 of 28  
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Gila County, AZ

AZ LICENSE #075820

Gila County, AZ

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Page: 28 of 28  
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# CASHION TANK & STEEL CO.

*SPECIALIZING IN WATER TANK CONSTRUCTION*

P.O. BOX 306  
CASHION, AZ 85329

FAX 623-932-1116  
PHONE 623-932-3380

July 19, 2006

Hein & Ellen Hettinga Dairy  
Loren Brown 602-686-8928

(2) 200,000 gallon water storage tanks 38' dia. X 24' high

Howard Wright Cons  
Fred Johnson 602-980-1399

600,000 gallon water storage tank 57'9" dia. X 32' high

Laughlin Ranch  
Don Anderson 602-273-1850

(2) 500,000 gallon water storage tanks 72' dia. X 16' high

Valley Pioneers Water Co.  
John Clayton 908-565-4663

500,000 gallon water storage tank 60' dia. X 24' high

Star Vale Mobile Home Park  
Ray 928-474-4242

200,000 gallon water storage tank 38' dia. X 24' high

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