

**GILA COUNTY COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSALS (RFP) NO. 02112025**

PAYSON OBSERVATORY CONSTRUCTION

BIDDER'S INFORMATION

CONTRACT DOCUMENTS AND SPECIFICATIONS



**GILA COUNTY COMMUNITY COLLEGE DISTRICT
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 02112025
TITLE: PAYSON OBSERVATORY**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to construct the Gila County Community College Payson Campus Observatory located at 201 N. Mud Springs Road, Payson, Arizona 85541.

SUBMITTAL DUE DATE: DATE: March 31, 2025, at 1:00 PM (Local Arizona Time)

RETURN PROPOSAL TO: MARY SPRINGER
mary.springer@gilacc.org

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Community College District, until the time and date cited.

Proposals received by the correct time and date will be opened and recorded. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.**

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 02112025 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by visiting the Gila Community College website at <http://www.gilacc.org> and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Mary Springer at mary.springer@gilacc.org.

The College District Governing Board 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 Community College District.

Dates advertised in the Payson Roundup: **2/21/25 & 2/28/25, Arizona Silver Belt 2/19/25 & 2/26/25.**

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INTENT AND SCOPE OF WORK

REQUEST FOR PROPOSAL FOR: **PAYSON OBSERVATORY**

REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION SERVICES

Gila County Community College District (GCCCD) is soliciting for proposals from interested licensed General Contractors to build an observatory located at the Payson, Arizona campus.

The observatory dome is 16' 6" Ash Dome kit and has been recently purchased by the college and is in storage.

The scope of services includes all construction services as outlined in the engineered drawing package. The dome control systems will be installed by Sea West Observatories; however, coordination of this activity will be critical between the successful proposer and Sea West Observatories, Inc.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to Mary Springer at: mary.springer@gilaccc.org.

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bid documents. All proposals shall be made on the bid forms prepared by Gila County Community College District. The proposal must include the following forms:
 - Bid Proposal
 - Bid Schedule
 - Surety (Bid) Bond
 - Qualification & Certification Form
 - Reference List
 - Affidavit of Non-Collusion
 - Certificating Regarding Debarment
 - Subcontracting Certification
 - Legal Workers Act Compliance
 - Israel Boycott Certification
 - Check List & Addenda Acknowledgment
 - Offer Page
 - Acceptance of Offer
 - Statutory Performance Bond
 - Statutory Labor and Materials Bond
 - Contract Performance Warranty

Failure to include all above listed documents, all signed by authorized agent of firm, may invalidate the bid. Prices shall include all applicable taxes.

2. **Arizona Contractor's License** - Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

2. **Pre-Proposal Meeting** – An On-Site Visit will take place at 10:00 A.M. on March 5, 2025, at the Payson Campus. **Attendance at the On-Site Visit is not mandatory; however, it is strongly encouraged.**

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT “A,” INSTRUCTIONS TO BIDDERS, EXHIBIT “B,” BIDDERS AND EXHIBIT, “C” MINIMUM SPECIFICATIONS, AND AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY COMMUNITY COLLEGE DISTRICT BID PACKAGES.

EXHIBIT “A” INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Community College District (GCCCD), from qualified individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within GCCCD. The college seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations, and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, signed by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. GCCCD will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the required forms by the date and time listed on the RFP shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.
- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the college may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 23.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. GCCCD requires all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Email questions to: mary.springer@gilaccc.org. Questions received on or before March 21, 2025, will be responded to in a timely fashion. Questions received after March 21, 2025, may not receive a response prior to bid proposal deadline.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals prior to the time designated for receipts of proposals.
 3. The college is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.
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GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Community College District Governing Board reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the College.
 - a. Notwithstanding any other provisions of the RFP, the college reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Community College District Governing Board to let contracts to the Contractor(s) who provide best overall value to the College. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Community College District Governing Board prior to contract award.
3. Further, the College reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. The apparent successful Contractor shall sign and file with the college, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the District Governing Board. 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 Mary Springer at: mary.springer@gilacc.org

Laws and Ordinances

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

Confidentiality - The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the District, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need-to-know" basis, and the contractor agrees to immediately notify the District, in writing, in the event it is determined, or there is reason to suspect, a breach

of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.

Non-Collusion - GCPCCD requires free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy GCPCCD's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude GCPCCD from obtaining the lowest possible competitive price.

Indemnification - Indemnification to the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The contractor shall hold the District, its officers, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

No Boycott of Israel 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 required by A.R.S. § 35-393.01 A. Violation of this certification by Contractor may result in action by GCPCCD up to and including termination of any awarded Agreement.

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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the college, i.e., by submitting proposals to this solicitation, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained in this RFP.

Overcharges by Antitrust Violations

The college 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 college 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 request for proposal issued by the college and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The college 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 Procurement Specialist, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between GCCCD, 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 Community College District Governing Board. 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 GCCCD in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is not allowed, and any such action is subject to the legal and contractual remedies available to the college inclusive, but not limited to, contract cancellation, suspension, and debarment of the Contractor.

Contract Amendments

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

Contract Default

- A. GCCCD, 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 deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the college terminates this contract in whole or part, the college may procure supplies or services similar to those terminated, and the Contractor shall be liable to the college 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.

Cancellation of College Contracts

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

Termination of Contract

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

The college reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The college 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 college, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the college the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the college, the Contractor fails to make progress in the performance of the requirements of the contract or give the college a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the college created hereby is conditioned upon the availability of college, state, and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the college and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the college at the end of the period for which funds are available. The college 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 college in the event this provision is exercised, and the college shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless Gila County Community College District 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 Contractor 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 Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs.

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.

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The college does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
1. **Commercial General Liability – Occurrence Form**
 Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**Gila County Community College District 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. **Worker's Compensation and Employers' Liability**

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

a. Policy shall contain a **waiver of subrogation** against the Gila County Community College District.
 3. **Automobile Liability**
 Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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 4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Gila County Community College District is named as an additional insured, Gila County Community College District shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Gila

County Community College District. Such notice shall be sent directly to **Mary Springer at mary.springer@gilacc.org**.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI.

The college does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the college with certificates of insurance (ACORD form or equivalent approved by the college) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the College before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Community College District, Mary Springer at mary.springer@gilacc.org**.

The college project and contract number and project description shall be noted on the certificate of insurance. The college reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this contract shall be made by the college designated representative, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County Community College District to establish, by this Request for Proposals, a contract to construct the Gila County Community College Payson Campus Observatory.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the college. 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 Purpose

- 1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

- 1.2 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.2.1 **Proposal is executed by authorized representative.**
 - 1.2.2 Qualification and Certification Forms
 - 1.2.3 References
 - 1.2.4 Pricing pages
 - 1.2.5 No Collusion in Bidding
 - 1.2.6 Intentions for Subcontracting
 - 1.2.7 Certification Regarding Debarment
 - 1.2.8 Israel Boycott Certification
 - 1.2.9 Legal AZ Works Act Compliance
 - 1.2.10 Checklist & Addenda Acknowledgment
 - 1.2.11 Offer Page
 - 1.2.12 Statutory Performance Bond
 - 1.2.13 Statutory Labor and Materials Bond
 - 1.2.14 Contract Performance Warranty
 - 1.2.15 W-9

SECTION 2.0

Proposal Pricing

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.

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

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid.

**PAYSON CAMPUS OBSERVATORY
GILA COUNTY COMMUNITY COLLEGE DISTRICT**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the scope of work of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order by a duly authorized college representative. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

Printed Name

Title

GILA COUNTY COMMUNITY COLLEGE DISTRICT

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County Community College District as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County Community College District for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 02112025, Payson Campus Observatory

NOW THEREFORE, if the Obligee, acting by and through its designated representative, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20__**

My commission expires: _____

Notary Public

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 02112025 PAYSON CAMPUS OBSERVATORY

The applicant submitting this proposal warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes," give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes," give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon, and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County Community College District reserves the right to request additional information.

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

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

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

References

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

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

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

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

Name of Business

Signature of Authorized Representative

Title

**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.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 02112025 PAYSON CAMPUS OBSERVATORY**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors."

- YES**, it is my intention to subcontract a portion of the work.
- NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

College shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the state and federal immigration laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of college’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 college 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 Contractor.

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.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION FORM	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
ISRAEL BOYCOT CERTIFICATION	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____
W-9	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2025.

Contractor:

By:

Each proposal shall be identified by Proposal Number 02112025 Payson Campus Observatory and emailed on or before the time and date indicated in the Request for Proposals to Mary Springer at mary.springer@gilacc.org.

OFFER PAGE

TO GILA COUNTY COMMUNITY COLLEGE DISTRICT:

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

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

CONTRACT NUMBER: 02112025 PAYSON CAMPUS OBSERVATORY

Contractor Submitting Proposal:

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

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

ACCEPTANCE OF OFFER

(For Gila County Community College District use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 02112025, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County Community College District.

The contract shall henceforth be referenced to as **Contract No. 02112025**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County Community College District.

IN WITNESS WHEREOF, this contract shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____ .

GILA COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD:

President, Jan Brocker

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____
_____ with its principal office in the city of _____

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County Community College District (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 02112025 PAYSON CAMPUS OBSERVATORY**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2021.

Principal **Seal**

Surety **Seal**

By:

Agency of Record

By:

Arizona Counter signature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____
holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County Community College District (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 02112025-PAYSON CAMPUS OBSERVATORY**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2021.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

**GILA COUNTY COMMUNITY COLLEGE DISTRICT
CONTRACT PERFORMANCE WARRANTY (CPW-1)**

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

BID NO. 02112025 PAYSON CAMPUS OBSERVATORY,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date