

HEBER-OVERGAARD SANITARY DISTRICT
NAVAJO COUNTY, ARIZONA

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

Project Manual

**REQUEST FOR BID
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NON-COLLUSION AFFIDAVIT
CONTRACT
NOTICE OF AWARD
ACCEPTANCE OF NOTICE OF AWARD**

2188 W. COUNTRY CLUB DRIVE
OVERGAARD, AZ 85933

P.O. BOX 1791
OVERGAARD, AZ 85933

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

REQUEST FOR BID

The HEBER-OVERGAARD SANITARY DISTRICT, NAVAJO COUNTY, ARIZONA (the "DISTRICT"), is accepting bids from licensed and bonded contractors for the following scope of work:

Preparation of locations, pouring two reinforced concrete slabs under roll off boxes. Specific dimensions are 12 ft. wide and 28 ft. long and 6-inch depth. Stage 1 consists of preparation and pouring of concrete under roll off to the West side of the Trash Compactor. Stage 2 consists of preparation and pouring of concrete under roll off to the East side of the Trash Compactor.

All Proposals shall be filed with the DISTRICT either by mail at P O BOX 1791, Overgaard, Arizona 85933 and received **on or before August 13, 2024, at 6:00 pm M.S.T.**, or in person at the meeting place of the DISTRICT which is the board room of the Heber Overgaard Fire Department, Heber Overgaard, Arizona on August 13, 2024, **prior to the Board meeting at 6:00 pm M.S.T.** All proposals will be opened and the total amounts, each BID read aloud in a public meeting of the Board of Directors of the DISTRICT to be held in Heber Overgaard, Arizona on August 13, 2024, at 6:00 pm M.S.T. All Proposals will be tabulated by the Board of Directors of the DISTRICT. It is anticipated that the Board of Directors will award the Contract to the lowest responsible and responsive Bidder whose Bid conforms in all materials respects to the requirements and criteria set forth in the Contract Documents at the District Board meeting, to be held on August 13, 2024, at 6:00 pm M.S.T.

The Board reserves the right to accept or reject any or all Proposals, or to reject the BIDS of any persons who have been delinquent or unfaithful to any Contract with the DISTRICT or any other governmental entity within Navajo County, Arizona, and may waive any informalities or irregularities in the Proposals, except as required by law and except that the time for submission of the Bids shall be of the essence.

Once filed, no Bidder may withdraw their proposal for a period of 90 days after the date set for the opening thereof.

The DISTRICT reserves the right to cancel this notice and Request for Proposal at any time.

The DISTRICT will endeavor to ensure in every way possible that minority and women-owned business enterprises (MBE/WBE) shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the DISTRICT without discrimination on the grounds of race, religion, sex, age, or national origin.

Further information concerning the DISTRICT and Contract for this work may be obtained by contacting Steve Grumkoski, Clerk of the Board at hosanitarydistrict@gmail.com.

DATED and signed this ___ day of _____, 2024

_____ Board President

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

INSTRUCTION TO BIDDERS

1. SUBMISSION OF BID

A. Bids shall be submitted at the time and place indicated in the Request for Proposal.

B. The BID shall be enclosed in a sealed envelope, plainly marked on the outside with the name of the BIDDER, his address, the name of the PROJECT, and the CONTRACT name or number. The Bid shall be submitted with ALL required documents.

C. If the BID is sent through the mail or other delivery system, the sealed envelope containing the BID shall be enclosed in another envelope plainly marked on the outside with the notation "Bid Enclosed," Mailed BIDS shall be addressed to the address set forth in the Advertisement for Proposals.

D. A BID will not be accepted after the time indicated in the Request for Proposals. BID envelopes with insufficient postage will not be accepted by the DISTRICT. It is the sole responsibility of the BIDDER to see that his BID is delivered and received at the proper time and at the proper place.

E. BIDDERS must correctly prepare and submit the documents listed below with their BIDS:

1. BID PROPOSAL
2. Compensation
3. Non-Collusion Affidavit
4. Statement of BIDDER'S Qualification
5. Certificate of Insurability

2. OPENING OF BIDS

A. Bids will be opened by the Board of Directors of the DISTRICT, or their designated representatives at the time and place indicated in the Request for Proposals.

B. BIDS received by mail or otherwise after the time specified for the opening of BIDS will not be accepted and will be returned to the BIDDER unopened.

C. No responsibility will be attached to the DISTRICT for premature opening of a BID not properly addressed and identified in accordance with the BID DOCUMENTS.

3. ASCERTAINMENT OF SCOPE OF WORK

The BIDDERS SHALL examine carefully the CONTRACT DOCUMENTS for the proposed

PROJECT and SHALL solely judge for themselves the nature and characteristics as well as the location of the Trash Compactor and Transfer Station SCOPE OF WORK to be provided; therefor; the submission of the BID SHALL be deemed as conclusive evidence that the BIDDER has made the necessary investigation and its prima facie evidence that he is satisfied with the nature and characteristics of the Facilities provided and the SCOPE OF WORK to be FURNISHED, and the requirements and provisions of the CONTRACT DOCUMENTS. The BIDDER agrees that if he is awarded the CONTRACT, he will make no claim against the DISTRICT based on ignorance or misunderstanding of any of the provisions of the CONTRACT DOCUMENTS, nor because of any unforeseen or unknown conditions except in the manner and under the circumstances as provided in the CONTRACT DOCUMENTS, if any.

4. EXAMINATION OF PROJECT MANUAL

Each BIDDER SHALL thoroughly examine and be familiar with the CONTRACT DOCUMENTS. Submission of a BID shall constitute conclusive acknowledgment upon which the DISTRICT SHALL rely that the BIDDER has thoroughly examined and is familiar with the CONTRACT DOCUMENTS. Failure or neglect of a BIDDER to examine any of the CONTRACT DOCUMENTS contained in the PROJECT MANUAL SHALL in no way relieve him from any obligation with respect to his BID or to the CONTRACT. NO claim for additional compensation will be allowed based on a lack of knowledge of the nature and characteristics of the CONTRACT DOCUMENTS or unknown conditions.

In these CONTRACT DOCUMENTS all words appearing in all capital letters SHALL have the meaning set forth in SECTION 301 and APPENDIX A of the General Conditions unless the context mandates another definition.

5. INTERPRETATION OF THE CONTRACT DOCUMENTS

Bidders, MAY request interpretation of the documents in the CONTRACT DOCUMENTS prior to BID opening. Request shall be directed in writing to Heber-Overgaard Sanitary District, P O Box 1791, Overgaard, Arizona 85933. Requests to clarify the CONTRACT DOCUMENTS which do not modify, change, increase, or decrease the SCOPE OF WORK require no action by the District other than a response to the BIDDER requesting clarification. Requests to clarify possible ambiguous, conflicting or incomplete statements, or any other such clarifications which modify, change, increase or decrease the scope of work, requires issuance of an ADDENDUM by the DISTRICT for the interpretation to become effective. All ADDENDA so issued SHALL become part of the CONTRACT DOCUMENTS. A copy of each such ADDENDUM will be mailed or delivered to each BIDDER receiving a set of CONTRACT DOCUMENTS at his last address of record. The DISTRICT will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS. Failure of any BIDDER to receive any such ADDENDUM or interpretation SHALL not relieve such BIDDER from any obligation under his BID as submitted. No interpretation of the meaning of the CONTRACT DOCUMENTS or other pre-bid documents will be made to any BIDDER orally. Should conflicts occur between any portions of the CONTRACT DOCUMENTS, the BIDDER SHALL be deemed to have estimated the most expensive way, unless asking for written clarification before submission of BID. Every request for such interpretation should be in writing addressed to:

HEBER-OVERGAARD SANITARY DISTRICT

P O BOX 1791

OVERGAARD, ARIZONA 85933

To be considered, the DISTRICT must receive at least five (5) DAYS prior to the date fixed for the opening of BIDS.

6. BID FORMS; PREPARATION OF BID

A. ALL BIDS SHALL be made on the blank BID Forms prepared and provided by the DISTRICT, without removal from the CONTRACT DOCUMENTS. BIDS SHALL give the prices proposed; SHALL give all other information requested; and SHALL be signed by the BIDDER or his authorized representative, with his address.

B. Bid prices SHALL include everything necessary for the provision of the SCOPE OF WORK. BID prices SHALL include an allowance for all applicable federal, state and local taxes, patent rights and royalties.

C. If the BID is made by an individual, his name, signature and post office address must be shown; if made by a firm or partnership, the name and signature of at least one of the general partners must be SHOWN; if made by a corporation, the BID SHALL show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the PERSON who signs on behalf of the corporation. All signatures must be made in longhand. If the BID is made by the corporation, a certified copy of the Bylaws or Resolution of the Board of Directors of the corporation SHALL be FURNISHED showing the authority of the officer signing the BID to execute contracts on behalf of the corporation. If the BID is made by a joint venture, the BID SHALL be signed by a representative of all the joint venture firms. Additionally, the BID SHALL include a copy of the resolution or agreement empowering the representative to execute the BID and bind the firm to the joint venture.

D. Each BID and the information requested, bound in the CONTRACT DOCUMENTS, SHALL be made in ink, enclosed in a sealed envelope, and labeled as specified in the BID. BIDDERS are warned against making erasures or alterations of any kind; BIDS which contain omissions, erasures or irregularities of any kind may be rejected. No oral, electronic, or telephonic BIDS or modifications will be considered.

E. Modification of a BID already received will be considered only if the modification is received prior to the time established for receiving BIDS. Modifications SHALL be made in writing, executed, and submitted in the same form and manner as the original BID. The communication should not reveal the BID price but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known until the SEALED BIDS are opened.

F. A BIDDER may withdraw his BID before the time fixed for the opening of BIDS by communicating his purpose in writing to the DISTRICT. Upon receipt of such written notice, the unopened BID will be returned to the BIDDER.

The withdrawal of a BID does not preclude the right of a BIDDER to file a new BID, so long as the new BID is submitted as set forth in Section 1 of these INSTRUCTIONS TO BIDDERS prior to the closing time indicated for BIDS in the Advertisement for Proposals.

No BIDDER may withdraw his BID for ninety (90) DAYS after the time established for receiving new BIDS. The AWARD OF THE CONTRACT to one party does not constitute a waiver of this condition.

7. DISQUALIFICATION OF BIDDERS AND PROPOSALS

A. More than one PROPOSAL for the same PROJECT from any BIDDER under the same or different names will not be accepted. Reasonable grounds for believing that any BIDDER has an interest in more than one PROPOSAL for the PROJECT will be cause for rejecting all PROPOSALS in which such BIDDER has an interest. Apparent collusion among the BIDDERS will likewise be sufficient cause for rejecting any or all BIDS, and the participants in such collusion may be barred from future BIDDING.

B. Any PROPOSAL in which the prices for portions of the operations to be supplied first appear to be unreasonably higher than those portions of the PROJECT to be performed later may be rejected.

C. The wording of the PROPOSAL SHALL not be changed. Any additions, conditions, limitations, or provisions inserted by the BIDDER will render the Proposal irregular and may cause its rejection at the discretion of the BOARD.

D. Erasures or interlineations in the information provided by the BIDDER in the PROPOSAL must be explained or noted over the signature of the BIDDER.

E. BIDS received after the time established for receiving BIDS WILL not be considered, nor opened, and SHALL be returned to the BIDDER.

F. Each BID PROPOSAL SHALL include specific acknowledgement in the space provided, of receipt of all ADDENDA issued and mailed by the DISTRICT during the BIDDING period. Failure to so acknowledge may result in the BID being rejected as not responsive.

8. POSTPONEMENT OF OPENING

The DISTRICT reserves the right to postpone the date and time for receiving or opening of BIDS at any time prior to the date and time established in the Request for Proposals. Postponement notices SHALL be mailed to BIDDERS in the Form of ADDENDA.

9. REJECTION OF BIDS

A. The DISTRICT reserves the right to reject BIDS which are incomplete, obscure, or irregular; BIDS which omit a BID on any one or more items for which BIDS are required; BIDS in which prices are unbalanced or unreasonable in the opinion of the DISTRICT; and BIDS from BIDDERS who have previously failed to perform properly or to complete on time CONTRACTS of any nature.

B. The DISTRICT reserves the right to reject all BIDS, waive any informalities, and disregard all nonconforming, non-responsive or conditional BIDS.

C. The DISTRICT reserves the right to reject any BIDS not accompanied by specified documentation.

D. The DISTRICT reserves the right to reject any BID if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

E. If the DISTRICT has reason to believe that collusion exists among BIDDERS, the DISTRICT will reject the BIDS of the known participants in such collusion. All BIDDERS SHALL certify under penalty of perjury, that no collusion has occurred or exists and SHALL submit such certification with the BID.

10. AWARD OF CONTRACT

A. After the BIDS have been opened and read, as provided in the Request for Proposals, the BIDS will be reviewed by the DISTRICT and the respective prices will be compared and the results will be made public.

B. The BIDS will be compared upon the basis of the schedules. The entire Project will be awarded to one BIDDER. At the discretion of the Board, preference may be given to LOCAL BUSINESS.

C. No CONTRACT will be awarded to any BIDDER who cannot give full assurance to the DISTRICT that his previous experience, financial capacity, and his plant and EQUIPMENT are such as to enable him to install the equipment and operate the Facility within the scheduled time and to the entire satisfaction of the DISTRICT.

D. Within ninety (90) CALENDAR DAYS after the date of opening BIDS, the DISTRICT will act

either to ACCEPT a BID or to reject all BIDS. ACCEPTANCE of a BID will be evidenced by a NOTICE OF AWARD of CONTRACT in writing, delivered in person, or by certified mail, to the BIDDER or BIDDERS whose BID is accepted. No other act by the DISTRICT SHALL constitute ACCEPTANCE of a BID. The award of CONTRACT SHALL obligate the BIDDER or BIDDERS, whose BIDS are accepted, to execute the Agreement and all other CONTRACT DOCUMENTS.

E. The DISTRICT will award the CONTRACT to the responsive BIDDER whose BID conforms to the Request for Proposals and whose BID is the most advantages to the DISTRICT concerning price, conformity to the CONTRACT DOCUMENTS and other factors. The BOARD may consider informal any BID not prepared and submitted in accordance with the provisions hereof or may waive any informalities.

F. In evaluating BIDS, the DISTRICT will consider the qualifications of BIDDERS; whether or not the BIDS comply with the prescribed requirements; the alternatives, if any; the prices set forth in the BID; and other factors.

G. The DISTRICT may conduct such investigation as it deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, and other PERSONS and organizations in accordance with the CONTRACT DOCUMENTS. The DISTRICT reserves the right to reject the BID of any BIDDER which does not pass any such evaluation to the DISTRICT'S satisfaction.

11. EXECUTION OF CONTRACT

A. The CONTRACT Agreement as provided in the CONTRACT DOCUMENTS SHALL be executed in quadruplicate by the successful BIDDER and returned within ten (10) CALENDAR DAYS after receiving a written request from the DISTRICT. After execution by the DISTRICT, one (1) copy of the Agreement shall be returned to the VENDOR.

No PROPOSAL SHALL be considered as being binding upon the DISTRICT until the execution of the Agreement and other CONTRACT DOCUMENTS as are required by the CONTRACT DOCUMENTS and the DISTRICT. Failure of the successful BIDDER to properly execute the CONTRACT DOCUMENTS as provided HEREIN SHALL be just and sufficient cause for the rescission of the award.

12. ADDITIONAL REQUIREMENTS

BIDDERS must correctly prepare and submit the documents listed below and included at the beginning of the CONTRACT DOCUMENTS with this BID.

1. BID PROPOSAL
2. Compensation
3. Non-Collusion affidavit
4. Statement of Bidders Qualification
5. Certificate of Insurability

13. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable federal and state laws, county ordinance, and the rules and regulations of all authorities having jurisdiction over the operations of the PROJECT, including the Navajo County Planning and Zoning Department, in the case of a structure, SHALL apply to the CONTRACT throughout, and they are deemed to be included and incorporated in the CONTRACT, as though fully set forth herein.

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

BID PROPOSAL

TO: Board of Directors
Heber-Overgaard Sanitary District
P.O. Box 1791
Overgaard, Arizona 85933

FROM: _____

DATE: _____, 2024.

SUBJECT: TRASH COMPACTOR, CONCRETE WORK

All blanks must be completed in BLACK ink by the BIDDER.

In response to your REQUEST for PROPOSALS for the Preparation of locations, pouring two reinforced concrete slabs under roll off boxes. Specific dimensions are 12 ft. wide and 28 ft. long and 6-inch depth. Stage 1 consists of preparation and pouring of concrete under roll off to the West side of the Trash Compactor. Stage 2 consists of preparation and pouring of concrete under roll off to the East side of the Trash Compactor. For the Heber-Overgaard Sanitary District, published by the DISTRICT, the undersigned BIDDER proposes and offers to provide the Facility and operations thereof as set forth in the CONTRACT DOCUMENTS for the sum set forth in the Schedule of Compensation attached hereto, said sums to only be amended or altered in accordance with the CONTRACT DOCUMENTS; and

1. Understands that the BIDDER SHALL, prior to the time of the BID opening, which is 6:00 pm M.S.T. on August 13, 2024, file the BID with the BOARD OF DIRECTORS, Heber-Overgaard Sanitary District either by mail at P O Box 1791, Overgaard, Arizona 85933 and be **received on or before August 13, 2024, at 6:00 pm M.S.T.**, or in person at the meeting place of the DISTRICT, which is the board room of the Heber Overgaard Fire Department, Heber Overgaard, Arizona August 13, 2024, **prior to the Board Meeting at 6:00 pm M.S.T.**, using the BID PROPOSAL and Contract Documents FURNISHED by the DISTRICT. All BIDS mailed to the

District must be received prior to the time set for BID opening. The BID SHALL be placed in a sealed envelope and marked:

2. Has examined the PROJECT MANUAL and all CONTRACT DOCUMENTS, and is familiar with the conditions to be met, and agrees to execute the CONTRACT set forth in the CONTRACT DOCUMENTS should such BIDDER be awarded the Contract for which this PROPOSAL is submitted. The BIDDER agrees that the failure or omission of the BIDDER to examine any form, instrument, or document, including the documents of the BIDDER, SHALL in no way relieve the BIDDER from any obligation in respect to the BID. Further, the BIDDER agrees that he shall

inform himself fully of the conditions relating to supplying the SCOPE OF WORK and that failure to do so will not relieve a successful BIDDER of his obligation to deliver the SCOPE OF WORK necessary to carry out the provisions of this CONTRACT. SUBMISSION of a BID shall constitute conclusive evidence that BIDDER is fully informed.

3. I understand and agree that the provision of the SCOPE OF WORK SHALL be in accordance with the CONTRACT DOCUMENTS as heretofore filed with the Heber-Overgaard Sanitary District.
4. Agrees that if notified of the Award of the CONTRACT for which this proposal is submitted, BIDDER shall execute the CONTRACT in the form set forth herein, said CONTRACT to be executed on August 13, 2024.
5. Understands and agrees that the DISTRICT SHALL make payments to such in accordance with these CONTRACT DOCUMENTS.
6. Understands and agrees that the foregoing statements are not intended to in any way limit or modify the extent of the SCOPE OF WORK supplied method of payment or liability of either party should the undersigned BIDDER be awarded the CONTRACT. Such issues are provided in CONTRACT.
7. Understands and agrees that the Compensation sets forth the costs and the total BID price. The costs to be inserted in the Compensation by the BIDDER SHALL be the full inclusive price of the SCOPE OF WORK described therein, together with all general risks, liabilities and obligations set forth or implied in the CONTRACT DOCUMENTS provided for the purpose of BIDDING. Any risk, obligation, or liability arising from any Clause of the Conditions of the CONTRACT, whether or not specifically listed and prices in the Compensation, SHALL nevertheless be deemed to be included in the BID price. The mathematical accuracy of the BID MAY be checked and corrected by the DISTRICT before evaluating the BIDS, however, this does not relieve the BIDDER of the obligation and responsibilities set forth below in paragraph 9. Further, all applicable sales taxes, state and/or federal, and any other specific taxes, patent rights, or royalties are included in the costs quoted in this PROPOSAL.
8. Understand that PROPOSALS delivered to the DISTRICT MAY be withdrawn before the time set for opening of BIDS by written request to the DISTRICT. After opening the BIDS, the BIDS SHALL be irrevocable, and no BIDDER MAY withdraw his BID for ninety (90) days after the opening date.
9. Has carefully checked all the figures in the Compensation and understands and agrees that the DISTRICT will not be responsible for any errors or omissions on the part of the undersigned in composing or preparing this BID or the Compensation.
10. Understand that the DISTRICT reserves the sole right to accept or reject any or all BIDS and to waive informalities, except as required by law, in the BID or the proceedings.
11. Agrees that the only persons or parties interested in this PROPOSAL as principals are those names HEREIN and hereby certifies that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any

other BIDDER or with any competitor. The BIDDER has carefully examined the physical locations of the sites, the form of the CONTRACT, and the BIDDER agrees that if this PROPOSAL is accepted, he WILL CONTRACT with the DISTRICT in the form of the CONTRACT as attached in the manner and time therein prescribed, and that he will accept in full payment therefor the costs as proposed in the attached Compensation.

12. Agrees that the BID includes the following items which have been completed in full by the BIDDER:
 - a. BID PROPOSAL
 - b. Compensation
 - c. Non-Collusion Affidavit
 - d. Statement of BIDDERS Qualifications
 - e. Certificate of Insurability
13. Agrees that all BID costs must be written in ink, in arithmetic figures.
14. Agrees that the Board assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the BIDDING and execution of the CONTRACT, unless (1) such understanding or representation are expressly stated in the CONTRACT, or (2) the Contract expressly provides that responsibility therefor is assumed by the BOARD.
15. Agrees that all terms set forth in the Information to BIDDERS as well as all other CONTRACT DOCUMENTS SHALL be binding upon the BIDDER if a NOTICE OF AWARD is issued in favor of said BIDDER by the BOARD.

In making this PROPOSAL, the undersigned incorporates and acknowledges all definitions set forth in the General Conditions of the CONTRACT.

The undersigned hereby submits this PROPOSAL and the accompanying Compensation, as its PROPOSAL, to the Heber-Overgaard Sanitary District, Overgaard, Arizona, as described in the CONTRACT DOCUMENTS.

This PROPOSAL is submitted by _____, a corporation organized under the laws of the State of _____, or individual doing business as _____.

Respectfully submitted,

Legal Name of Firm

Business Address, Complete

Officer and Title

Date Submitted

Signature of Representative

Telephone Number

(If BIDDER is a corporation, show state in which incorporated, as well as providing such documents which reflect authority to transact business in the State of Arizona)

The full names and residences of all PERSONS and parties interested in the forgoing PROPOSAL as principals are as follows:

(NOTICE): Give first and last names in full; in cases of corporation, give names of President, Secretary, Treasurer, and Manager, and in cases of Partnerships and Joint ventures, give names and post offices addresses of all individual members.

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

COMPENSATION

The amounts SHOWN hereon are the basis upon which the award will be made. Amounts are to be SHOWN in arithmetic figures. All items described in the prices BID so that the amount SHOWN on the BID Schedule SHALL be the total cost of the Project.

COST OF ALL PROVISIONS TO COMPLETE SCOPE OF WORK. The job must be completed in two stages to avoid negatively impacting residence of the HEBER-OVERGAARD SANITARY DISTRICT. Stage 1 consists of preparation and pouring of concrete under roll off to the West side of the Trash Compactor. Stage 2 consists of preparation and pouring of concrete under roll off to the East side of the Trash Compactor.

A. \$ _____ paid in full at the completion of entire SCOPE OF WORK.

OR

B. \$ _____ full bid amount with half \$ _____
Paid on completion of Stage 1 consists of preparation and pouring of concrete under roll off to the West side of the Trash Compactor. The remainder \$ _____ paid on the completion of Stage 2 consists of preparation and pouring of concrete under roll off to the East side of the Trash Compactor.

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

STATEMENT OF BIDDERS QUALIFICATIONS

SUBMITTED TO:

Heber-Overgaard Sanitary District

P O Box 1791

Overgaard, Arizona 85933

SUBMITTED FOR:

SCOPE OF WORK

SUBMITTED BY:

Name: _____

(Print Name of BIDDER)

(A Corporation / A Partnership / An Individual / A Joint Venture)

(BIDDER to strike out inapplicable terms)

Address: _____

The undersigned certifies, under oath, the truth and correctness of all statements and all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your operation been in business? _____.

2.0 How many years has your organization been in business under its present name?

_____.

3.0 If a corporation, answer the following:

3.1 Date of incorporation:

3.2 State of incorporation:

3.3 President's name:

3.4 Vice-President's name:

3.5 Secretary's or Clerk's name:

3.6 Treasurer's name:

4.0 If partnership, answer the following:

4.1 Date of organization:

4.2 Name and address of all partners. (State whether general or limited partnership)

5.0 If other than a corporation or partnership, describe organization and name principals.

6.0 Do you plan to subcontract any part of this PROJECT? _____. If so give details.

7.0 Has any CONTRACT to which you have been a party been terminated by the OWNER; have you ever terminated WORK on a PROJECT prior to its completion for any reason; has any surety which issued a performance BOND on your behalf ever completed the WORK in its own name or financed such completion on your behalf; has any surety expended monies in connection with a CONTRACT for which they furnished a BOND on your behalf? If the answer to any portion of this question is "yes," please furnish details of all such occurrences including name of the OWNER, ARCHITECT, or ENGINEER, and surety, name, and date of PROJECT.

DATED at _____, this _____ day of _____, 2024

(Print name of BIDDER)

BY

(Title)

Seal, if Corporation)

(Affidavit for Individual)

_____, being duly sworn, deposes and says that: (a) the financial statement taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and (b) all the foregoing qualification information is true, complete and accurate.

(Affidavit for Partnership)

_____, being duly sworn, deposes and says that: (a) he/she is a member of the partnership of _____; (b) he/she is familiar with the books of said partnership showing its financial condition; (c) the financial statement taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and (d) all of the foregoing qualification information is true, complete and accurate.

(Affidavit for Corporation)

_____, being duly sworn, deposes and says that: (a) he/she is _____ of _____; (b) he/she is familiar with the books of said corporation showing its financial condition; (c) the financial statement taken from the books of said corporation, is a true and accurate statement of the financial condition of the corporation as of the date thereof; and (d) all of the foregoing qualification information is true, complete and accurate.

(Acknowledgment)

_____, being duly sworn, deposes and says that he/she is _____ of _____; that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of:

() himself/herself; () said Partnership; () said corporation

SWORN TO before me this ____ day of _____, 2024 in the
County of _____

State of _____

Notary Public

My Commission Expires:

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

CERTIFICATE OF INSURABILITY

I hereby certify that as BIDDER to the Heber-Overgaard Sanitary District (the "DISTRICT") PROJECT, I am fully aware of the requirements of the DISTRICT (Insurance requirements for VENDOR) and that by submitting this BID PROPOSAL, assure the DISTRICT that I am able to timely produce the required minimum insurance coverage should I be selected to be the successful BIDDER.

Should I be selected to be the successful BIDDER and then become unable to timely produce the insurance coverage within ten (10) DAYS of receipt of the NOTICE OF AWARD, I understand that my BID will be rejected.

VENDOR: _____

Authorized signature

Date: _____

COUNTERSIGNED by

Insurance Representative

Firm's Name and Title

DATE: _____

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

NON-COLLUSION AFFIDAVIT

This Affidavit is to be fully executed.

STATE OF ARIZONA)

County of _____)

_____, Affiant, the
_____ of

(President, Secretary, Manager, OWNER, or Representative)

(Name of Company or Corporation or OWNER)

the PERSON, corporation or company who makes the accompanying PROPOSAL, having first been duly sworn, deposes and says:

That such proposal is genuine, and not a sham or collusive, nor made in the interest or behalf of any PERSON not HEREIN named. and that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a sham BID, or any other PERSON, firm or corporation to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure for itself an advantage over any other BIDDER.

Signature of: President, Secretary, Manager, Owner or Representative

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024.

Notary Public

My Commision Expires: _____

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

CONTRACT

THIS AGREEMENT, made and entered into this _____ Day of _____, 2024, by and between HEBER_OVERGAARD SANITARY DISTRICT, a political subdivision of the State of Arizona, acting by and through its duly elected Board of Directors (the "DISTRICT") and _____ (the Vendor). W I T N E S S E T H;

THAT, WHEREAS, the District advertised for bids for the SCOPE OF WORK for the Heber-Overgaard Sanitary District within Navajo County, Arizona; and

WHEREAS, the Vendor submitted its proposal in reference to said bid invitation, which Bid was subsequently accepted hereto; and

WHEREAS, it is the intention of the parties to this Agreement that it shall fully set forth all terms and conditions by which the Vendor shall provide the SCOPE OF WORK for the Heber-Overgaard Sanitary District located within Navajo County, Arizona.

NOW THEREFORE, in consideration of the covenants and stipulation of the parties hereinafter set forth, the parties hereto agree as follows:

1. Equipment and Services to be Provided by the Vendor.

a. The Vendor agrees to provide all materials required to complete the SCOPE OF WORK at the location designated by the DISTRICT, for the term of this agreement.

b. The Vendor shall ensure that the site and SCOPE OF WORK are completed in a satisfactory condition determined through a post completion inspection to be conducted by the DISTRICT.

2. Compensation to the Vendor for Services

The DISTRICT agrees that it will pay, as herein provided, to the Vendor for SCOPE OF WORK either:

A. \$ _____ paid in full at the completion of entire SCOPE OF WORK.

OR

B. \$ _____ full bid amount with half \$ _____
Paid on completion of Stage 1 consists of preparation and pouring of concrete under roll off to the West side of the Trash Compactor. The remainder \$ _____ paid on the completion of Stage 2 consists of preparation and pouring of concrete under roll off to the East side of the Trash Compactor.

3. Start-up Date

The parties agree that the date on which the SCOPE OF WORK will commence should be no later than 15 days after the CONTRACT AWARD date.

4. Term of agreement

This Agreement shall be completed no later than one month (30 days) after the CONTRACT AWARD date. At the discretion of the DISTRICT, said Agreement may be extended.

5. Compliance With the Law

The Vendor shall comply with all state, federal or local laws, regulations or ordinances and must obtain all approvals or authorization necessary for operation from the State Health Department and any other state, federal, or local governmental agency necessary for the safe, legal, and lawful completion of the SCOPE OF WORK.

6. Indemnification

To the extent permitted by law, the Vendor shall indemnify, protect, save and keep harmless the District and its agents, defend the District, its agents, employees, officers and directors from and, at its expense, defend the District, its agents employees, officers and directors against any and all liability, obligations, losses, damages, penalties, claims, actions, costs, and expenses of whatever kind and

nature imposed on, incurred by or asserted against the District or its agents, employees, officers and directors which in any way relate to or arise out of the Agreement, including the District's attorney fees and other defense related fees, including but not limited to, any liability arising out of any environmental or Superfund claims, or the reasonable and necessary actions or omissions of the District relating to this Agreement (except the District's fraud, deceit, bad faith or gross negligence), or the violation or breach by the Vendor of any of its representations, warranties, or covenants herein or the ownership, delivery, possession, use, operation or condition of the equipment to be used by the Vendor.

The District may give the Vendor and the Vendor shall give the District notice of any event or conditions which requires or may require indemnification by the Vendor hereunder, promptly upon obtaining knowledge thereof and to the extent the Vendor makes or provides to the District's satisfaction for payment under the indemnification provisions hereof, the Vendor shall be subrogated to the District's rights with respect to such event or condition and shall have the right to determine the settlement of claims thereon.

The termination for any reason or normal expiration of this Agreement shall not terminate the obligations of the Vendor under this section and such obligations shall continue in full force and effect after termination or expiration of the agreement.

7. Termination of this Agreement.

This Agreement may be canceled by either party upon the other parties failure to fully comply with the terms and conditions of this Agreement, in which event the party not in default shall give notice to the party in default of such default; if the default is not corrected within fifteen (15) days of the date the notice is sent to the defaulting party, or if the default cannot be corrected for certain occurrences, such as past acts or omissions, then this Agreement shall be terminated by the non-defaulting party, unless the non-defaulting party agrees to an extension of time to allow the defaulting party to cure the default.

8. Reduction in Payment

The payments to be made by the DISTRICT to the VENDOR, pursuant to Section 2 of this Agreement, shall be subject to reduction, on a pro rate basis, for any of the following occurrences or nonoccurrence:

- a. The SCOPE OF WORK are not completed as scheduled, except when due to acts of God acts of the public enemy, acts of a public agency, acts of the DISTRICT, unusually severe weather, or war or national or local emergencies.
- b. The SCOPE OF WORK is in violation of state, federal or local law or ordinance.
- c. The SCOPE OF WORK is in violation of one or more of the provisions set forth in this Agreement.
- d. Any other event which has the effect of substantially interfering with the SCOPE OF WORK.

The implementation of this provision is, however, at the discretion of the Board of Directors of the DISTRICT, who may waive any reduction of any payment if determined to be in the best interest of the DISTRICT.

9. Integration.

The parties agree further terms, conditions and covenants of this Agreement are set forth in the Contract Documents, and by this reference are made a part hereof. The parties agree that each will be bound by all terms, conditions, and covenants within the Contract Documents as if fully set forth herein.

The parties agree that this Agreement and the Contract Documents constitute the entire agreement between the parties pertaining to the SCOPE OF WORK and shall not be modified, waived, discharged, terminated, amended, supplemented, altered, or changed in any respect except by a written document signed by both the DISTRICT and the VENDOR.

10. Breach of Contract

Time is of the essence of this Agreement.

No waiver by either party of the breach of any term hereof shall be construed as a waiver of any succeeding breach. The parties' remedies hereunder shall be cumulative.

11. Attorney's Fees

Should any attorney be employed by either party to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs, expert witness and attorney's fees and other expenses incurred in connection therewith.

12. Cancellation of the Agreement

Pursuant to A.R.S. Section 38-511, as amended, the provisions of which are incorporated herein by reference, all parties are hereby given notice that this Agreement is subject to cancellation by the DISTRICT if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement or any extension thereof is in effect, an employee or agent of any other party to the

Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

13. Notices

All notice to be given under this Agreement shall be given in writing and mailed, postage prepaid, by first class mail, certified mail, return receipt requested, to the other party at such address as such party may provide to the other party.

14. Segregation of the Agreement

The parties agree that if any part or section of the Agreement is deemed unlawful or illegal, then the remainder of the Agreement will remain in full force and effect, as if the part or section declared unlawful or illegal had not been a part of the Agreement.

15. Captions

The caption set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

16. INSURANCE

A. The Vendor SHALL purchase and maintain insurance as set forth below and SHALL not commence WORK under this CONTRACT until he has obtained all insurance required under this heading, with a company or companies and in a form acceptable to the DISTRICT. In addition, the VENDOR SHALL not allow any SUBCONTRACTOR to commence WORK on his subcontract until all insurance required of the SUBCONTRACTOR has been obtained. The VENDOR SHALL obtain for itself insurance coverage and name the DISTRICT as an additional insured as follows:

1. WORKER'S COMPENSATION INSURANCE: The VENDOR SHALL PROVIDE such compensation insurance as required by Arizona Revised Statutes, Title 23. The VENDOR SHALL require all SUBCONTRACTORS similarly, to PROVIDE such Worker's Compensation Insurance for all the SUBCONTRACTOR'S employees. The VENDOR SHALL FURNISH the DISTRICT a Certificate of Waiver of Subrogation under the terms of the Worker's Compensation Insurance. The VENDOR SHALL defend, protect, and save harmless the DISTRICT from and against claims, suits, and actions arising from failure of the VENDOR or SUBCONTRACTOR to maintain such insurance.

2. PUBLIC LIABILITY and PROPERTY DAMAGE INSURANCE: The VENDOR SHALL carry and maintain insurance coverage in addition to and supplemental to all other coverage required hereunder, for public liability and property damage on account of bodily injuries, including death resulting therefrom, in the sum of not less than \$1,000,000 for one person and \$1,500,000 for more than one PERSON, plus property damage in the sum of not less than \$500,000 resulting from any one accident which MAY arise from the operation, actions, or omissions of the VENDOR or any SUBCONTRACTOR in the performance of the PROJECT. Such insurance SHALL be maintained for the term of this CONTRACT, and for the time period of the applicable statute of limitations for any such claims.

16. Binding Effect Successors.

Except as otherwise provided herein, this Agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the DISTRICT's right, title or interest herein shall be and have the rights of a third-party beneficiary hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date first written above and have caused their respective corporate seals to be affixed hereto.

DISTRICT:

HEBER-OVERGAARD SANITARY DISTRICT

NAVAJO COUNTY, ARIZONA

By _____ Board President

ATTEST:

Clerk of the Board

Vendor: _____

By: _____

Its: _____

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

NOTICE OF AWARD

Pursuant to the provisions of Title 48, Chapter 14, Article 1, A.R.S. Section 48-2001 through 48-2032, inclusive and all amendments and supplements thereto:

NOTICE IS HEREBY GIVEN that the Board of Directors of the Heber-Overgaard Sanitary District, (the "DISTRICT"), in public session on _____, 2024, opened, examined, and publicly declared all BIDS offered for the operation of the Trash Compactor, Transfer Station Facility and associated Equipment, and that thereafter on _____, 2024, the Board awarded the CONTRACT to

who submitted the lowest and best BID of a responsible BIDDER for the WORK, kind of material and SPECIFICATIONS as set forth in the CONTRACT DOCUMENTS; the aforesaid PROPOSAL on file in the Office of the DISTRICT. The aggregate amount BID for the Transfer Station SCOPE OF WORK by winning BIDDER \$_____ accordance with the CONTRACT DOCUMENTS.

If the VENDOR fails to execute said Agreement within ten (10) DAYS from the date of the receipt of the NOTICE OF AWARD said DISTRICT WILL be entitled to consider all the VENDOR'S rights, arising out of the DISTRICT'S ACCEPTANCE of the BID PROPOSAL as abandoned. The DISTRICT WILL also be entitled to such other rights as may be granted by law.

DATED this _____ day of _____, 2024.

Board President
Heber-Overgaard Sanitary District
Navajo County, Arizona

(The VENDOR is required to return an acknowledged copy of this NOTICE OF AWARD to the DISTRICT.)

HEBER-OVERGAARD SANITARY DISTRICT

Navajo County, Arizona 85933

TRASH COMPACTOR, TRANSFER STATION

SCOPE OF WORK

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

this _____ day of _____, 2024.

VENDOR: _____

By: _____

Title: _____

(please print)

STATE OF ARIZONA)

) ss:

County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024.

Notary Public

My Commision Expires: _____