County of Gila, AZ

INVITATION FOR BID

GIL-IFB-2026-011

AUTOMOTIVE, HEAVY-DUTY TRUCK, AND EQUIPMENT GLASS REPLACEMENT AND CHIP REPAIRS

BIDDER'S INFORMATION

CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Stephen Christensen, Vice Chairman

Woody Cline, Member

COUNTY MANAGER

Michael O'Driscoll

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Attachments:

A - ACCEPTANCE OF OFFER - Informational Only, Do Not Fill Out

B - Hard copy bidders only: QUALIFICATION & CERTIFICATION FORM

C - Hard copy bidders only: REFERENCE LIST

D - Hard copy bidders only: PRICING SHEET

E - Hard copy bidders only: AGRSS CERTIFICATION DOCUMENTATION (OPTIONAL)

F - Hard copy bidders only: CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

G - Hard copy bidders only: CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

H - Hard copy bidders only: LEGAL ARIZONA WORKERS ACT COMPLIANCE

I - Hard copy bidders only: ISRAEL BOYCOTT CERTIFICATION

J - Hard copy bidders only: CERTIFICATION OF NO FORCED LABOR

K - Hard copy bidders only: BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

L - Hard copy bidders only: OFFER PAGE

1. Notice of Invitation for Bids

Notice **is hereby given that Gila County is requesting bids from qualified firms for Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs.**

Competitive sealed bids for the specified material or service shall be received by the Gila County Procurement Group until the time and date shown below. Bids may be submitted electronically through the Gila County Procurement Portal or as a hard copy to the Gila County Procurement Office at the location identified below. Bids received by the correct time and date shall be publicly recorded. Gila County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids submitted electronically must be received through the Gila County Procurement Portal prior to the solicitation deadline. Hard copy bids must be in the actual possession of the Gila County Procurement Group on or prior to the exact time and date indicated below. **Late bids shall not be considered**. For bids submitted electronically through the Gila County Procurement Portal, the official time shall be the time recorded by the Gila County Procurement Portal at the time of submission. For hard copy bids, the official time shall be the time recorded by the clock located in the Gila County Procurement Office, 1350 East Monroe Street, Globe, Arizona 85501.

Submission Methods

Bids may be submitted by either of the following methods:

(1) **Electronic Submission (Preferred Method).** Bidders may submit bids electronically through the Gila County Procurement Portal at https://procurement.opengov.com/portal/gilacountyaz. Bidders must complete the Vendor Questionnaire and upload all required documents and forms within the portal prior to the solicitation deadline.

(2) **Hard Copy.** Bidders may submit sealed bids in accordance with the requirements contained in the solicitation. Bidders choosing this method must download the required forms from the Gila County Procurement Portal or request them from the Procurement Officer listed below, complete them, and submit the package to the location listed below in a sealed envelope. The **project number** and the **Bidder's name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate project number, name, and address on the outside of the bid package or envelope may be cause for the bids to be deemed invalid. All bids must be completed in ink or typewritten. Faxed or emailed bids will not be accepted. Questions must be addressed to the procurement officer listed below.

PROJECT NUMBER: GIL-IFB-2026-011

PROJECT TITLE: Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs

DEADLINE FOR ALL SUBMISSIONS: Friday, December 4, 2026 at 3:00 pm

DEADLINE FOR ALL QUESTIONS: Friday, November 20, 2026 at 3:00 pm

SUBMITTAL LOCATION FOR HARD COPIES ONLY: Gila County Procurement Office

Mail To: 1400 East Ash Street, Globe, Arizona 85501

Hand-Deliver To: 1350 East Monroe Street, Globe, Arizona 85501

Hard copy bids are considered received only upon arrival at the Procurement Office, 1350 East Monroe Street. Bidders mailing or shipping bids to 1400 East Ash Street are responsible for allowing sufficient time for internal delivery to the Procurement Office prior to the deadline.

DIRECT WRITTEN QUESTIONS TO:

Olivia M. Todd
otodd@gilacountyaz.gov
(928)-402-8746

The Board of Supervisors reserves the right to reject any or all bids, to accept any bids, or to waive any informality in any bids, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations in the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, Arizona.

Dates advertised in the Payson Roundup: October 30, 2026, and November 6, 2026

2. General Scope

SPECIFICATIONS

2.1 Purpose

It is the intent of this Invitation for Bids to establish one or more contracts with qualified, responsible Contractors for automotive, heavy-duty truck, and equipment glass replacement and chip repair services at Gila County General Services shops. To encourage participation from vendors of varying size and service capacity, including local and regional suppliers, the County has divided the solicitation into four independently awarded categories as described below. Bidders may submit a bid for one or more award categories.

2.2 Award Categories

The County has established the following four (4) independent award categories:

Globe Region - Globe General Services Shop: 1001 W. Besich Blvd., Globe, AZ 85501

- Category 1A - Globe Automotive Glass Replacement and Chip Repair
- Category 1B - Globe Heavy-Duty Truck and Equipment Glass Replacement and Chip Repair

Payson Region - Payson General Services Shop: 5320 E. Hwy 260, Star Valley, AZ 85541

- Category 2A - Payson Automotive Glass Replacement and Chip Repair

- Category 2B - Payson Heavy-Duty Truck and Equipment Glass Replacement and Chip Repair

A Bidder may submit a bid for any one or more award categories. A Bidder is not required to bid any category in order to be eligible for award of another. A Bidder need only be capable of performing the type of glass work included in the categories it bids.

The County intends to award a contract to every Bidder in each category whose bid is determined to be responsive and responsible, subject to approval by the Gila County Board of Supervisors. Contractors awarded within the same category shall constitute an approved panel of vendors for that category. For each individual work order, the County will generally request quotes from the Contractors awarded within the applicable category and assign the work as described in Section 6.4. Award under this Section does not guarantee any Contractor a minimum volume of work.

The County reserves the right to reject any bid or award category in accordance with the terms of this solicitation and applicable County procurement requirements.

2.3 Contractor Responsibilities

Contractor shall provide glass replacement and chip repair services, including all labor, parts, materials, and equipment necessary to perform the work, at the location(s) identified within the awarded category.

- Timely service: Contractor shall identify its proposed completion date in each job-specific quote. Unless a different schedule is approved by the County, Contractor shall complete accepted work within ten (10) business days after receiving the County's written authorization to proceed. If required glass, parts, calibration services, or specialized equipment are not available within that period, Contractor shall promptly notify the County and provide the earliest reasonably available completion date. The County may approve the revised schedule or assign the work to another awarded Contractor.
- Quality of glass shall be OEM glass on vehicles two (2) years old or less. OEM-quality (aftermarket-equivalent) glass may be used on older models but must be pre-approved by the General Services Division Manager.
- Shop technicians must follow Automotive Glass Replacement Safety Standard (AGRSS) requirements, where applicable to the vehicle or equipment serviced, in all aspects of the repair/replacement. AGRSS Certified Technician credentials are not required (see Article 17).
- Contractor shall calibrate Advanced Driver Assistance Systems (ADAS) associated with the windshield and camera, if present in the vehicle, per AGRSS.

Contractor shall be responsible for the proper handling, containment, and disposal of broken glass and related waste materials generated in the course of performing the work, in accordance with the applicable federal, state, and local requirements.

Contractor may decline an individual request for service if Contractor is unavailable, lacks the specialized capability required for that particular vehicle or equipment, or cannot meet the requested schedule. Declining an individual request will not constitute a breach of Contract or affect Contractor's eligibility for future work.

2.4 County Responsibilities

The County will provide reasonable access to vehicles and equipment during normal business hours, 7:00 a.m. through 4:00 p.m. MST, Monday through Friday, and will make reasonable efforts to have staff present to coordinate drop-off and pick-up of vehicles and equipment. If service cannot be performed during normal business hours, Contractor shall contact the County's General Services Division Manager in advance.

2.5 Location and Service Description

Globe General Services Shop

1001 W. Besich Blvd., Globe, AZ 85501

It is the intent of this request to find vendors who will be able to replace glass and repair chips on automotive, heavy-duty truck, and equipment for the Globe shop.

Payson General Services Shop

5320 E. Hwy 260, Star Valley, AZ 85541

It is the intent of this request to find vendors who will be able to replace glass and repair chips on automotive, heavy-duty truck, and equipment for the Payson shop.

2.6 Equipment and Personnel

Contractor shall provide and maintain, for the entire Contract period, technicians, equipment, and mobile service capability (if applicable) sufficient to efficiently perform the required glass replacement and repair services at the location(s) within the awarded category. Technicians performing work under this Contract shall be trained and competent to perform the work in accordance with the AGRSS requirements referenced in Section 2.3.

3. Instructions to Bidders

3.1. Precedence of Exhibits

IMPORTANT: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY SOLICITATION PACKAGES. INDIVIDUAL SOLICITATIONS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE,

SUCH CHANGES WILL APPEAR IN MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD AGREEMENT.

3.2. Instructions

Preparation of Sealed Bid

1. Gila County invites sealed bids from qualified and experienced bidders capable of providing the products and/or services described in this solicitation. The purpose of this solicitation is to establish contracts with responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and criteria set forth in this Invitation for Bids.

2. Before submitting its bid, each bidder shall familiarize itself with the Scope of Work, laws, regulations, and other factors affecting performance of the work. Bidder shall carefully correlate its observations with requirements of the solicitation and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

The submission of a bid will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment other than that provided for by the contract for lack of such familiarization.

3. Bidders are responsible for ensuring that all required forms, certifications, and documentation contained in this solicitation are fully completed and submitted with the bid. Failure to include required documentation may result in the bid being deemed non-responsive.

4. Where required, bids shall be signed by an individual authorized to bind the bidder contractually. The name and title of the authorized representative shall be clearly printed beneath the signature. The County may require evidence of such authority.

5. The full legal name of each individual, partnership, corporation, or other entity interested in the solicitation shall be listed on the Offer Page.

6. No alterations in bids shall be made except where authorized by the solicitation documents. Any corrections or changes must be initialed by the authorized representative of the bidder.

3.3. Submission of Bids

Sealed bids may be submitted either electronically through the Gila County Procurement Portal or by hard copy submission. Bidders shall submit bids using only one method.

1. Electronic Submission (Preferred Method). Bidders may submit bids electronically through the Gila County Procurement Portal. Electronic submissions must:

- Be uploaded through the Vendor Questionnaire associated with the solicitation.
- Include all required forms, certifications, and attachments.
- Contain electronic signatures or scanned signatures where signatures are required.
- Be fully submitted prior to the deadline stated in the solicitation.

The bidder is solely responsible for ensuring their bid is successfully uploaded prior to the submission deadline. The County is not responsible for technical issues experienced by the bidder.

Electronic submissions will not be accepted by the portal after the submission deadline.

2. Hard Copy Submission. Bidders choosing to submit a hard copy bid must download all required solicitation forms from the Gila County Procurement Portal or request a packet via email to the Procurement Officer listed on the Notice in this solicitation; complete them; and submit them in accordance with the requirements detailed in the Hard Copy Submission Format section of these Instructions to Bidders.

3. Insurance Certificates Not Required With Bid. Bidders are not required to submit certificates of insurance with their bid. Certificates of insurance meeting the requirements of Article 13 (Insurance Requirements) of the Contract Award Agreement will be required only from Bidders selected for award, and must be provided within ten (10) days after the date of the Notice of Intent to Award, as described in Section 4.3. Bidders are encouraged to review Article 13 with their insurance agent before submitting a bid to confirm they can meet the insurance requirements if awarded.

4. Offer Page Certifications. By signature on the Offer Page, Bidder certifies:

A. The submission of the bid did not involve collusion or other anti-competitive practices.

B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

C. If awarded a Contract, Bidder may, at its option, allow any other Arizona public entity (including any county, city, town, school district, or other political subdivision of the State of Arizona) to purchase the same services at the same prices stated in the Bidder's bid. Travel charges may differ depending on the location of the other entity. Any such purchase shall be solely between Bidder and the other public entity, and Gila County shall have no responsibility or liability for it.

3.4. Addenda

Any changes to the solicitation will be issued by written addendum.

Bidders submitting bids electronically shall acknowledge receipt of addenda through the Gila County Procurement Portal.

Bidders submitting hard copy bids must acknowledge receipt of all addenda by completing the Bidder Checklist & Addenda Acknowledgment Form and including it in the submission package. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Bidder Checklist & Addenda Acknowledgment Form must be signed and dated and all addenda acknowledged by initials and date.

Failure to acknowledge addenda may result in the bid being deemed non-responsive.

3.5. Inquiries

All questions, requests for clarification, or other inquiries regarding this solicitation should be submitted through the Question & Answer feature within this solicitation (project) on the Gila County Procurement Portal. Questions submitted through the portal will be visible to the County and responses will be posted for all prospective bidders.

As an alternative, inquiries may be submitted in writing to the Procurement Officer identified in the Notice at the address or email listed therein. Written inquiries must clearly reference the solicitation number and title. Bidder must not place the solicitation number and title on the outside of an envelope containing inquiries since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due date and time.

Questions received after 3:00 pm on Friday, November 20, 2026 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.6. Late Bids

Any bids received later than 3:00 pm on Friday, December 4, 2026 will not be opened or read. Late bids shall not be considered. Any bidder submitting late bids shall be so notified.

Attempts to submit a late response electronically will be blocked by the Gila County Procurement portal and will not be accepted or seen.

3.7. Hard Copy Submittal Format

Hard copy bids shall:

- Be submitted in a sealed envelope or package.
- Clearly display the following information on the outside of the envelope or package:

  GIL-IFB-2026-011

  Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs

  Friday, December 4, 2026

  3:00 pm

  Bidder Name

  Bidder Address

Hard copy bids must be delivered to the location identified in the Notice prior to the solicitation due date and time.

Bidders submitting hard copy bids shall provide one (1) complete original containing original signatures where required. No additional copies are required.

The County will not be liable for any cost incident to the preparation of bids, materials, reproductions, presentations, copyright infringements, etc. Facsimile or emailed bids shall not be considered. **Spiral-bound bids are not permitted.** Failure to include all required documents and original signatures where required may result in the bid being deemed non-responsive.

3.8. Modification or Withdrawal of Bids

A bidder may modify or withdraw its hard copy bid at any time prior to the solicitation due date and time by providing written notice to the County. Bids submitted through the Gila County Procurement Portal may be modified or withdrawn through the Portal prior to the solicitation due date and time.

After the deadline, bids may not be modified or withdrawn.

3.9. Errors and Omissions

The County is not responsible for errors or omissions made by the bidder in preparing the bid. Negligence in preparing a bid confers no right to the bidder unless the bidder discovers and corrects such errors prior to the solicitation deadline. **Bidders are responsible for verifying the accuracy of all information submitted.**

4. IFB General Terms and Conditions

4.1. Pre-Bid Award Review

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

Subsequent to initial review, all remaining bids shall be reviewed by the County department overseeing the project to evaluate the information submitted, perform tests when necessary, and make comparisons in order to approve or reject the bid. If rejected, the Gila County Procurement Group shall give written notice to the bidder.

4.2. Clarifications and No Negotiations

1. Clarifications. The County reserves the right to request clarification of any bid. Clarifications are limited to resolving ambiguities or confirming information already contained in the bid and shall not be used to modify price, scope, or other material terms of the bid. Clarifications shall be conducted in a manner that does not provide any bidder a competitive advantage.

2. No Negotiations. This is a competitive sealed bidding process. Bids shall be submitted as final and binding. The County will not conduct discussions or negotiations with bidders regarding price or substantive terms after bid opening, except as may be permitted under applicable law and County policy.

4.3. Award of Contract

1. Award will be made independently for each of the four (4) award categories identified in Section 2.2. Subject to responsiveness and responsibility requirements, the County intends to award a contract to every Bidder determined to be responsive and responsible for that category, in accordance with the Pricing Sheet. Bidders so awarded shall together constitute the approved panel of Contractors for that category, from which the County will solicit job-specific quotes and assign work in accordance with Section 6.4. A Bidder may be awarded one or more award categories. The County reserves the right to reject any or all bids or any award category, waive immaterial defects or informalities, or reissue the Invitation for Bids in accordance with applicable law and County procurement requirements.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the responsive and responsible bidder(s). To ensure that all bidders are experienced, reasonably equipped, and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials similar in nature or providing similar services.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. The apparent successful bidder(s) shall sign and file with the County, within ten (10) days after the date of the Notice of Intent to Award, all documents necessary to successfully execute the contract.

4.4. Protests

Only other bidders who have submitted a timely bid under this Invitation for Bids have the right to protest. A protest of an award must be filed within ten (10) days after the issuance of notification of award or issuance of a notice of intent to award. A protest must be in writing and must include:

1. Name, address, and telephone number of the protester.
2. Signature of the protester or its representative and evidence of authority to sign.
3. Identification of the contract and the solicitation or contract number.
4. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. The form of relief requested.

All protests shall be sent to the attention of the Procurement Officer, Gila County Finance Department, 1400 East Ash Street, Globe, Arizona 85501.

4.5. Laws and Ordinances

This Contract shall be governed and enforced under the laws of the State of Arizona and Gila County. Bidder shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the bidder. The bidder 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.

5. IFB Contract Award Agreement-SC

GILA COUNTY

CONTRACT NO. GIL-IFB-2026-011__

Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs

THIS CONTRACT is executed as of the date of the last signature affixed hereto (the "Execution Date") by and between Gila County, a political subdivision of the State of Arizona (hereinafter designated as "County") and _____ of the _____, State of _____ (hereinafter designated as "Contractor").

WITNESSETH: Contractor, for and in consideration of the sum to be paid them by County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for themselves, their heirs, administrators, successors, and assigns as follows:

UNIFORM TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

"Attachment" means any document, exhibit, schedule, quotation, proposal, estimate, price list, scope of work, or other item identified as an attachment to this Contract and incorporated herein by reference.

"Bidder" means a vendor who submits a bid in response to a Solicitation.

"Contract" means this written agreement between the County and Contractor, including all attachments, exhibits, amendments, and documents incorporated by reference.

"Contract Amendment" means a written document signed by the Gila County Board of Supervisors or the County Manager or their designee that is issued for the purpose of making changes in the Contract.

"Contractor" means the individual or entity entering into this Contract with the County.

"County" means Gila County and any Department or Office of the County.

"County Board of Supervisors" means the contracting authority for the County. The County Manager is authorized to sign contracts and amendments under $50,000 for terms of one (1) year or less on behalf of the Board of Supervisors.

"Days" means calendar days unless otherwise specified.

"Effective Date" means the date on which this Contract, or the Term of this Contract, becomes operative, as specified in Article 15 (Term). The Effective Date may be the same, earlier than, or later than the Execution Date, depending on operational need.

"Execution Date" means the date on which the last party to this Contract has affixed its signature hereto.

"Exhibit" means a document incorporated into this Contract by reference to provide additional terms, conditions, specifications, or information.

"Fiscal Year" means the period beginning July 1 and ending June 30.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property, or leasing space.

"May" means something that is not mandatory but permissible.

"Office or User Department" means the County elected official's office or County division responsible for managing the Contract and/or the project.

"Offer" means bid, proposal, or quotation.

"Procurement Officer" means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

"Scope of Work" means the work, services, deliverables, goods, specifications, requirements, or other obligations the Contractor is required to provide under this Contract, whether described in the body of this Contract or in an attached exhibit or attachment.

"Services" means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

"Solicitation" means an Informal Bid Request ("IBR"), Invitation for Bids ("IFB"), Request for Proposals ("RFP"), Request for Statements of Qualifications ("RFSQ"), or Request for Quotations ("RFQ").

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"Subcontractor" means a person who contracts to perform work or render services to a Contractor or to another Subcontractor as a part of a contract.

ARTICLE 2 - SCOPE OF WORK

2.1 Scope of Work. Contractor shall provide the products and/or services described in the Scope of Work in **Invitation for Bids No. GIL-IFB-2026-011 - Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs**, which is incorporated herein by reference, together with Contractor's bid as accepted by the County. In the event of a conflict between the IFB and Contractor's bid, the IFB shall govern unless otherwise expressly agreed in writing.

2.2 Contract Number. Upon award, each Contract resulting from this IFB shall be assigned a contract number consisting of the IFB number followed by a letter suffix unique to each awarded Contractor (e.g., GIL-IFB-2026-011A, GIL-IFB-2026-011B), as set forth on the Acceptance of Offer.

ARTICLE 3 - CONTRACT INTERPRETATION

3.1 Arizona Law. This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Special Terms and Conditions;

3.3.2 Uniform Terms and Conditions;

3.3.3 Statement of Scope of Work;

3.3.4 Specifications;

3.3.5 Attachments;

3.3.6 Exhibits;

3.3.7 Documents referenced or included in the solicitation.

3.4 Relationship of Parties. Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

3.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

ARTICLE 4 - CONTRACT ADMINISTRATION AND OPERATION

4.1 Notice to Proceed/Ordering Authority. Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractor shall not commence any billable activities in the performance of the contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County inclusive of, but not limited to, contract termination, suspension and/or debarment of a Contractor. A signed contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

4.2 Records. Under A.R.S. § 35-214 and § 35-215, Contractor shall retain and contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All records shall be subject to

inspection and audit by the County at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

4.3 Non-Discrimination. Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

4.4 Contractor Business Facilities and Business Practices. Contractor's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

4.5 Drug-Free Workplace Program. Contractor is hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. Contractor shall require a drug-free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this Contract shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.

4.6 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract.

4.7 Facilities Inspection and Materials/Service Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes or services, at a reasonable time for inspection of the facilities or materials covered under this Contract. County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines noncompliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection. All material or service is subject to final inspection and acceptance by County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of Contractor.

4.8 Notices. Notices to Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance of Offer forms submitted by Contractor unless otherwise stated in the contract. Notices to County required by the contract shall be made by Contractor to the Solicitation Contact Person indicated on the solicitation cover sheet, unless otherwise stated in the contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective

person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

4.9 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.10 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should County determine that Contractor and/or any subcontractors be found noncompliant, County may pursue all remedies allowed by law including, but not limited to, suspension of work, termination of the contract for default, and suspension and/or debarment of Contractor.

4.11 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

ARTICLE 5 - COST AND PAYMENTS

5.1 Delivery and Freight. Except as provided in Section 6.3(3)(C), all prices shall be F.O.B. Destination. Inbound freight actually charged to Contractor by its supplier for glass and related parts furnished under this Contract may be invoiced as provided in Section 6.3(3)(C).

5.2 Applicable Taxes. Contractor shall be responsible for paying all applicable taxes.

County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors to, hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers' Compensation.

5.3 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

5.4 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by Contractor; cancel the contract; or cancel the contract and resolicit the requirements.

ARTICLE 6 - CONTRACT CHANGES

6.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The contract may be modified only through a Contract Amendment within the scope of the contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by Contractor, either directly or indirectly, shall be considered employees or agents of Contractor and not County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this Contract.

6.3 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Bidder/Contractor shall be made without prior written permission of County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify the Bidder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

ARTICLE 7 - RISK AND LIABILITY

7.1 Risk of Loss. Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

7.2 Indemnification. Contractor agrees to defend, indemnify, and hold County, its elected officials, officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' fees, witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of Contractor resulting from acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the contract.

Contractor shall assume risk of loss until delivery to the County’s facility. Contractor shall do nothing to prejudice County’s right to recover against third parties for any loss, destruction, or damage to County property and shall, at County’s request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment

in favor of County in obtaining recovery. In any instance where Contractor has accepted a tender from County, Contractor agrees to update County during the course of the litigation and to timely notify County of any issues that may involve the independent negligence of County that is not covered by the tender.

County assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third party harmless for claims based on this Contract or use of Contractor-provided supplies or services. Neither party shall be liable for incidental, special, or consequential damages.

7.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4 Care of County Property. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of Contractor or its employees.

ARTICLE 8 - WARRANTIES

8.1 Liens. Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, Contractor warrants that, for one (1) year after acceptance by County of the materials, they shall be: of a quality to pass without objection in the trade under the contract description; fit for the intended purposes for which the materials are used; within the variations permitted by the contract and are of even kind, quantity, and quality within

each unit and among all units; adequately contained, packaged, and marked as the contract may require; and conform to the written promises or affirmations of fact made by Contractor.

8.3 Quality of Work. Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this Contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions. Contractor shall work closely with County and provide all reports and documents, including proposed corrective work through County's Chief Financial Officer or her designee.

8.4 Fitness. Contractor warrants that any material supplied to County shall fully conform to all requirements of the contract and all representations of Contractor, and shall be fit for all purposes and uses required by the contract.

8.5 Inspection/Testing. The warranties set forth in subparagraphs 8.1 through 8.3 of this Article are not affected by inspection or testing of or payment for the materials by County.

8.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permit requirements.

8.7 Survival of Rights and Obligations After Contract Expiration or Termination. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination thereof. In addition, the parties hereto acknowledge that, pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

ARTICLE 9 - COUNTY'S CONTRACTUAL REMEDIES

9.1 Right to Assurance. If County in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at County's option, be the basis for terminating the contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

9.2 Stop Work Order. County may, at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by County after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price or both, and the contract shall be amended in writing accordingly.

9.3 Non-Exclusive Remedies. The rights and remedies of County under this Contract are not exclusive.

9.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, County may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

9.5 Right of Offset. County shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by County, or damages assessed by County concerning Contractor's nonconforming performance or failure to perform the contract, including expenses, costs, and damages described in the Uniform Terms and Conditions.

ARTICLE 10 - CONTRACT TERMINATION

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, County may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of County is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the contract. The cancellation shall be effective when Contractor receives written notice of the cancellation unless the notice specifies a later time.

10.2 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcoming of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.

10.3 Suspension or Debarment. County may, by written notice to Contractor, immediately terminate this Contract if County determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify County.

10.4 Termination for Convenience. County reserves the right to terminate the contract in whole or in part at any time when in the best interests of County, without penalty or recourse. Upon receipt of the written notice, Contractor shall stop all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to County. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

10.5 Termination for Default. County reserves the right to terminate any part or all of a contract resulting from this Solicitation if Contractor fails to carry out any term, promise, or condition of the contract. County will issue a written Notice of Default to Contractor if, in the opinion of the County, Contractor:

10.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this Solicitation.

10.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

10.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.

10.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

10.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.

10.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this Solicitation.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give County cause to cancel this Contract.

If County terminates the contract, Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the contract is terminated for default, County reserves the right to purchase the goods and/or services required under the Contract from the open market, to complete required work itself, or have it completed at the expense of the Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages, if applicable; or (4) a combination of the aforementioned remedies or other remedies as provided by law.

10.6 Continuation of Performance Through Termination. Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

ARTICLE 11 - CONTRACT CLAIMS

All claims and controversies shall be subject to the Gila County Procurement Policy.

ARTICLE 12 - ARBITRATION AND DISPUTE RESOLUTION

In the event of a dispute arising out of this Contract, the parties shall first meet and confer in a good faith effort to resolve the dispute. No provision of this Contract shall require arbitration upon County except by County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. If the parties are unable to resolve the dispute through the meet and confer process or agreed arbitration, the Gila County Superior Court is the proper forum for resolution of the dispute. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this Article.

SPECIAL TERMS AND CONDITIONS

ARTICLE 13 - INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all 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 Contractor, their agents, representatives, employees, or subcontractors.

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

13.1 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

13.1.1 **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

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

13.1.2 **Workers' Compensation and Employers' Liability**

Not required if Contractor is a sole proprietor with no employees.

- Workers' Compensation - Statutory
- Employer's Liability

- Each Accident - $100,000
- Disease - Each Employee - $100,000
- Disease - Policy Limit - $500,000

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

13.1.3 **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

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

13.1.4 **Garagekeepers Legal Liability**

If Contractor will take possession of any County vehicle or equipment at a location other than a County facility, including at Contractor's shop, or will operate or transport any County vehicle or equipment, Contractor shall maintain Garagekeepers Legal Liability insurance covering loss of or damage to County vehicles and equipment while in Contractor's care, custody, or control, including comprehensive and collision perils, with limits not less than:

- Categories 1A and 2A (Automotive Glass): $100,000 per vehicle / $250,000 per location
- Categories 1B and 2B (Heavy-Duty Truck and Equipment Glass): $250,000 per vehicle / $500,000 per location

Coverage written on a Direct (Primary) basis is preferred. Contractor shall be responsible for any deductible. Gila County shall be named as loss payee as its interest may appear. This coverage is not required for a Contractor that performs all services at County facilities and does not operate or transport County vehicles or equipment.

13.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

13.2.1 On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.

13.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

13.2.3 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

13.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage, or endorsed to lower limits except after thirty (30) days' prior written notice has been given to County. Such

notice shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** and shall be sent by certified mail, return receipt requested.

13.4 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona with an "A.M. Best" rating of not less than B+ VI. County does not warrant that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.5 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by County) as required by this Contract. The certificates for each 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 County before work commences.***

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be delivered to Gila County Procurement by one of the following methods:

Uploaded to Gila County Procurement Portal (preferred option): https://procurement.opengov.com/portal/gilacountyaz?status=all

Email: procurement@gilacountyaz.gov

Mail: Gila County Procurement, 1400 E Ash St, Globe AZ 85501

The County Project/Contract number and project title shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

13.6 Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

13.7 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

ARTICLE 14 - PAYMENT/BILLING

14.1 Contract Amount. The Board's approval of this Contract constitutes approval of the pricing applicable to the Award Category or Award Categories awarded to Contractor, as set forth in the Pricing Sheet incorporated into this Contract, and not a fixed total dollar amount. Approved pricing consists of the awarded Hourly Labor Rate per Technician, Travel Time rate, and Percentage Markup on Parts set forth in the Pricing Sheet, in accordance with Section 6.3 of the Solicitation.

The County's initial encumbrance shall be based on estimated annual usage and anticipated expenditures, resulting in an estimated annual contract value of $_____, provided for budgetary purposes only. Actual expenditures may be greater or less than this estimate based upon County requirements.

The Finance Department may increase or decrease the purchase order encumbrance to reflect anticipated actual expenditures without further Contract Amendment, provided the applicable awarded pricing remains unchanged. Any adjustment to an awarded Hourly Labor Rate, Travel Time rate, or Percentage Markup on Parts shall be made only as expressly permitted by this Contract and through a written Contract Amendment pursuant to Article 6.1.

14.2 Invoice Instructions. All invoices shall be submitted to Gila County Accounts Payable, 1400 E Ash St, Globe AZ 85501 and shall include, at a minimum, the following information:

- Purchase order number;
- Contract number;
- Invoice number;
- Vendor name and address;
- Service location (Globe or Payson shop, or other County location as applicable);
- Date(s) of service;
- Work order or repair ticket number, if applicable;
- Description of the vehicle or equipment serviced (make, model, and unit number) and the glass product replaced or repaired;
- Labor hours and the applicable Hourly Labor Rate;
- Travel time and the applicable Travel Time rate;
- Cost of glass and related parts/materials, with the applicable Percentage Markup on Parts separately identified, and any allowable inbound freight separately identified at cost;
- Any ADAS calibration performed by a subcontractor or third-party provider, at actual cost, with the provider's invoice attached;
- Applicable taxes, separately identified; and
- Total invoice amount.

Invoices shall provide sufficient information for the County to verify that the invoiced price was calculated in accordance with Section 6.3, Part B, of this solicitation.

Invoices that do not contain the required information may be returned to the Contractor for correction. The County's payment period shall commence upon receipt of a complete and accurate invoice.

14.3 Alterations to Scope of Work. Any alterations to the Scope of Work resulting in a change in cost must have prior written approval by County. Any unauthorized work may result in nonpayment to Contractor.

14.4 Payment Terms. Gila County employs a "Net 15" payment term for services, meaning the payment will be issued fifteen (15) days from the date County receives the invoice from Contractor. Purchase orders sent to Contractor will reflect these terms and conditions.

14.5 IRS Form W-9. Contractor shall have a current IRS Form W-9 on file with County unless not required by law. County shall not remit payment if Contractor does not have a current W-9.

ARTICLE 15 - TERM

The term of the contract shall commence upon award and shall remain in effect for one (1) year thereafter unless terminated earlier pursuant to this Contract. This Contract may be renewed for up to three (3) additional one (1)-year periods by mutual written agreement of the parties.

ARTICLE 16 - SERVICE SCHEDULING

16.1 Proposed Schedule. Contractor shall identify its proposed service or completion date in each job-specific quote. Unless a different schedule is approved by the County, Contractor shall complete accepted work within ten (10) business days after receiving the County's written authorization to proceed, as provided in Section 6.4(3) of this Solicitation.

16.2 Delays. Contractor shall promptly notify the County of any delay and provide a revised estimated completion date. The County may cancel the work order and obtain service from another awarded Contractor if the delay would materially interfere with County operations.

16.3 Repeated Failure to Perform. Repeated failure to complete accepted work orders within the agreed schedule, without timely notice or reasonable justification, may constitute grounds for suspension of work assignments or termination for default.

ARTICLE 17 - AGRSS COMPLIANCE AND TECHNICIAN COMPETENCY

17.1 AGRSS Standard. Contractor shall ensure that all installations and repairs performed under this Contract are performed in accordance with the Automotive Glass Replacement Safety Standard (AGRSS), where applicable to the vehicle or equipment serviced, and that all technicians assigned to perform work under this Contract are trained and competent to perform the work in accordance with AGRSS. AGRSS Certified Technician credentials and Auto Glass Safety Council (AGSC) shop accreditation are not required under this Contract. Where AGRSS does not apply to the glass being replaced or repaired (for example, gasket-set or other non-bonded glass on heavy-duty trucks or equipment), Contractor shall perform the work in accordance with the vehicle or equipment manufacturer's specifications and generally accepted industry practice.

17.2 ADAS Calibration. When replacement of a windshield or other glass requires calibration of an Advanced Driver Assistance System (ADAS), Contractor shall ensure that the calibration is completed in accordance with the vehicle manufacturer's requirements before the vehicle is returned to service.

If Contractor performs the calibration in-house, the calibration shall be billed as labor at Contractor's awarded Hourly Labor Rate. If the calibration is performed by a subcontractor or third-party provider, Contractor may invoice the provider's documented charge at actual cost without markup. Any required ADAS calibration and its estimated cost shall be identified in Contractor's job-specific quote and approved by the County before the work is performed.

Contractor remains responsible for coordinating the calibration and confirming that it has been properly completed, regardless of whether the calibration is performed by Contractor or a subcontractor or third-party provider.

17.3 Effect of Noncompliance. Contractor's failure to perform work in accordance with this Article, including failure to perform ADAS calibration as required, shall be deemed a material breach of this Contract, subject to the default and termination provisions of Article 10.5.

ARTICLE 18 - GLASS AND WASTE DISPOSAL COMPLIANCE

18.1 Contractor shall properly contain, transport, and dispose of all broken glass and related waste materials generated in the course of performing services under this Contract, in accordance with applicable federal, state, and local requirements.

18.2 Contractor's obligations under this Article shall survive the expiration or termination of this Contract.

ARTICLE 19 - WORKMANSHIP AND PRODUCT WARRANTY

As applied to this Contract, Article 8.2 is modified as follows: the warranty set forth in Article 8.2 applies to each individual glass installation or repair performed under this Contract, warranting that the glass and materials conform to the glass quality requirements set forth in Section 2.3 of this solicitation, and that the work was performed in accordance with Article 17, as of the date of installation or repair, and that the installation is free from leaks, wind noise, and defects in workmanship for a period of twelve (12) months from the date of that installation or repair. This warranty does not extend to damage caused by subsequent collision, misuse, or improper care by County after acceptance of the completed work.

For any warranty claim, Contractor shall, at no cost to County, repair or replace the defective glass, materials, or workmanship, including any required ADAS recalibration, within ten (10) business days after County notifies Contractor of the defect, unless a different schedule is approved by the County.

6. IFB Minimum Specifications

6.1. Purpose

It is the intent of Gila County to establish, by this Invitation for Bids, one or more contracts for Automotive, Heavy-Duty Truck, and Equipment Glass Replacement and Chip Repairs. This Invitation for Bids No. GIL-IFB-2026-011, including all required forms, constitutes the entire bid package and by this reference is hereby incorporated into this Contract.

6.2. Part A - General Purpose

1. Bidders may submit bids for one or more of the award categories identified in Section 2.2. Each category constitutes an independent award category. Within any category bid, the Bidder must submit pricing for all required line items unless the Pricing Sheet expressly provides otherwise. A Bidder's failure to submit required pricing for all line items within an award category may result in the bid being deemed non-responsive as to that category but shall not affect the responsiveness of the Bidder's submission for any other category properly bid.

2. The County does not guarantee any maximum or minimum amount or volume of work.

3. Bidder shall review their bid submission to assure the following requirements are met:

A. **ELECTRONIC SUBMISSION (PREFERRED METHOD):** Bidders must complete the Vendor Questionnaire and upload all required documents and forms within the portal prior to the bid deadline.

B. **HARD COPY SUBMISSION:** One (1) complete original containing original signatures where required shall be submitted on or before the bid deadline. No additional copies are required. The hard copy bid submission shall include:

i. Qualification and Certification Form

ii. Reference List

iii. Pricing Sheet

iv. AGRSS Certification Documentation, if applicable (optional - see Section 7, Item 3)

v. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

vi. Certification of Intentions Concerning Subcontracting

vii. Legal Arizona Workers Act Compliance

viii. Israel Boycott Certification

ix. Certification of No Forced Labor

x. Bidder's Checklist & Addenda Acknowledgment

xi. Offer Page

6.3. Part B – Bid Pricing & Term

1. Bid Pricing. For each award category bid, Bidder shall submit two (2) firm rates: (i) an Hourly Labor Rate per Technician; and (ii) a Travel Time rate. In addition, Bidder shall submit one (1) firm Percentage Markup on Parts, which shall apply to all award categories bid. Each rate is further described below and set forth on the Pricing Sheet. Prices shall include all costs necessary to provide the services required under the Contract, except applicable taxes and the freight and third-party ADAS calibration charges that may be invoiced at cost as provided in Section 6.3(3)(C) and Article 17.2.

2. Term. **The term of the contract shall commence upon award and shall remain in effect for one (1) year thereafter,** unless terminated, cancelled, or extended as otherwise provided herein. The contract may be renewed for up to three (3) additional one (1)-year periods by mutual written agreement of the parties.

3. Labor, Travel, and Parts Pricing Methodology.

   A. *Hourly Labor Rate.* Bidder shall submit a firm hourly labor rate per technician, inclusive of all labor costs (wages, benefits, overhead, and profit), excluding travel time and parts, which are priced separately below. ADAS calibration performed in-house by Contractor shall be billed at

Contractor's awarded Hourly Labor Rate. ADAS calibration performed by a subcontractor or third-party provider shall be invoiced as provided in Article 17.2.

B. *Travel Time.* Bidder shall submit a firm hourly (or per-trip, as identified on the Pricing Sheet) travel time rate covering time reasonably necessary to travel to the County location(s) within the awarded region.

C. *Percentage Markup on Parts.* Bidder shall submit a firm percentage markup to be applied to Bidder's actual, documented cost of glass and related parts and materials. Contractor shall provide supporting documentation (e.g., supplier invoice) substantiating the underlying parts cost upon County's request. Labor and services are not parts or materials and shall not be subject to the Percentage Markup on Parts. Documented charges for ADAS calibration performed by a subcontractor or third-party provider may be invoiced at actual cost without markup, as provided in Article 17.2. Contractor may also invoice inbound freight actually charged by Contractor's supplier to ship glass and related parts for the specific work order, as shown on the supplier's invoice. Freight shall be invoiced at actual cost, identified as a separate line item, and shall not be subject to the Percentage Markup on Parts. Expedited or premium freight may be invoiced only if requested by the County or approved in advance by the General Services Division Manager. Freight for stock inventory, or freight not attributable to a specific County work order, shall not be invoiced.

D. *No Guaranteed Volume.* The County does not guarantee any minimum or maximum number of service hours, trips, or repairs under this Contract. Work will be ordered and assigned in accordance with Section 6.4.

E. *Taxes.* No taxes shall be included in the Contract Price. Applicable taxes shall be billed as a separate line item on each invoice, identifying the applicable tax by name, consistent with Article 14 (Payment/Billing).

4. Price Adjustment at Renewal.

A. The Hourly Labor Rate, Travel Time rate, and Percentage Markup on Parts awarded under the Pricing Sheet are fixed for the initial one (1)-year term of the Contract.

B. Before any renewal under Article 15, Contractor may request an adjustment to any awarded rate. The request must be in writing and submitted no later than sixty (60) days before the end of the then-current term.

C. The request shall identify each rate to be adjusted, the proposed new rate, and the reason for the change (for example, increased wages, fuel, insurance, or supplier costs). Contractor shall provide reasonable supporting documentation such as payroll records, supplier price notices, or insurance renewal statements, upon County's request.

D. The County may accept the requested adjustment, negotiate a different adjustment with Contractor, or decline the request. If the request is declined, Contractor may choose to renew at the existing rates or allow the Contract to expire at the end of the then-current term. No

adjustment shall take effect except by written Contract Amendment executed in accordance with Article 6.1.

5. Responsiveness of Pricing. A Bidder's submission of a complete Hourly Labor Rate and Travel Time rate for an award category, together with the Percentage Markup on Parts, consistent with Item 1 of this Part, is required for the Bidder's bid to be considered responsive as to that category. The County does not calculate a single weighted or blended price ranking across Bidders for purposes of award; responsiveness and responsibility, not comparative price, determine which Bidders are awarded a Contract under Section 2.2 and Article 4.3. The rates submitted by all awarded Contractors will be available to the Gila County Board of Supervisors for reference at the time of award. Competition on price for individual work orders occurs through the ordering procedure described in Section 6.4.

6.4. Part C – Ordering & Product Delivery

1. Ordering. Gila County does not warrant the order quantity or volume of service prior to actual need. Gila County may order service as it becomes necessary or based on the required needs within the County during the term of this Contract.

2. Service Location. Services shall be performed at the County shop location identified in the Scope of Work, or at Contractor's shop or mobile service location as mutually agreed, as requested by the County's General Services Division Manager. Where Contractor does not carry Garagekeepers Legal Liability insurance as described in Article 13.1.4, services shall be performed at County facilities. The County may designate additional or alternate service locations within Gila County during the term of the Contract, provided that any such location is reasonably within the geographic area of the Contractor's awarded region and can be serviced under the existing Contract pricing without materially altering the Contractor's service requirements or costs. A Contractor awarded only one region shall not be required to provide services outside that region unless mutually agreed to in writing. The addition of a service location that would materially alter the scope, service requirements, or costs of performance shall require mutual written agreement of the parties and, if applicable, an amendment to the Contract.

3. Turnaround Time. Contractor shall identify its proposed completion date in each job-specific quote. Unless otherwise approved by the County, accepted work shall be completed within ten (10) business days after Contractor receives the County's written authorization to proceed. If Contractor becomes unable to meet the accepted schedule, Contractor shall promptly notify the County, explain the reason for the delay, and provide a revised estimated completion date. The County may approve the revised schedule or assign the work to another awarded Contractor.

4. Contractor shall retain responsibility and risk for materials and parts until installation or repair is complete and the work is accepted by the County. All risks of transportation shall be the responsibility of the Contractor. Transportation charges may be invoiced only as provided in Section 6.3(3)(C). The County will assist Contractor in arranging for inspection.

5. Ordering Procedure for Multiple Awards. When more than one Contractor is awarded within an Award Category, the County will generally request a written job-specific quote from all awarded

Contractors in that category. The request will describe the vehicle or equipment, required service, service location, and requested completion schedule.

Each quote shall be calculated using Contractor's awarded rates and shall show the estimated labor hours, travel charge, parts cost with markup, and any freight or third-party ADAS calibration charges. Contractor shall not invoice more than the approved quote without the County's prior written approval.

Contractors may accept or decline each request based on their availability and ability to perform the work. Declining an individual request will not affect a Contractor's eligibility for future work.

The County will normally assign the work to the responding Contractor offering the lowest total quote that meets the County's requirements and requested schedule. The Contractor shall not begin work until authorized by the County.

When an emergency, specialized service requirement, warranty issue, or other operational necessity makes the normal quotation process impracticable, the County may assign the work directly to an available qualified Contractor. Award of a Contract does not guarantee any Contractor a minimum amount of work.

7. Vendor Questionnaire

1. Qualification and Certification Form*

Please download the below documents, complete, and upload.

- GIL-IFB-2026-011_QUALIFICAT...

*Response required

2. Reference List*

Please download the below documents, complete, and upload.

- GIL-IFB-2026-011_REFERENCE_...

*Response required

3. AGRSS Certification Documentation - Optional

If Bidder's shop is accredited under the AGSC accreditation program, or any of Bidder's technicians currently hold AGRSS Certified Technician credentials, Bidder is encouraged, but **not required**, to complete this form and attach supporting documentation.

This information is requested for informational purposes only and will not be used by the County to determine responsiveness or responsibility, and will not disqualify a Bidder if not provided.

- GIL-IFB-2026-011_AGRSS_CERT...

4. 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Item 2 of this certification; and
4. Have not within a three-year period preceding this bid 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 bid 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 five years, or both.

☐ Please confirm

*Response required

5. Certification of Intentions Concerning Subcontracting*

At the time of submission, is it your intention to subcontract a portion of the work?

☐ Yes

☐ No

*Response required

When equals "Yes"

5.1. List of Subcontractors*

Please identify any subcontractors proposed to perform any portion of the work under this Contract. For each proposed subcontractor, provide the subcontractor's name,

address, description of the work or services to be performed, and any license, registration, certification, permit, or other regulatory credential required by applicable law for the work or services to be performed. If no license, registration, certification, permit, or other regulatory credential is required for the proposed subcontractor's work, indicate "Not Applicable."

*Response required

6. Legal Arizona Workers Act Compliance*

Bidder hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Bidder's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Bidder shall further ensure that each subcontractor who performs any work for Bidder under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Bidder and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Bidder'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 subjecting Bidder 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, Bidder shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Bidder shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract.

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Bidder.

☐ Please confirm

*Response required

7. Israel Boycott Certification*

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if the resulting Contract has a value of $100,000 or more and the Contractor meets the statutory definition of a "company," the Contractor must certify that it is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of goods or services from Israel.

For purposes of this certification, "company" has the meaning prescribed by A.R.S. § 35-393 and includes a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that has ten (10) or more full-time employees.

Select one of the following:

☐ Certification. The Bidder meets the statutory definition of a "company" under A.R.S. § 35-393 and hereby certifies that, if awarded a Contract valued at $100,000 or more, the Bidder is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of goods or services from Israel.
☐ Fewer than Ten Employees. The Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-393 because it has fewer than ten (10) full-time employees.
☐ Not a For-Profit Entity. The Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-393 because it does not engage in for-profit activity.
*Response required

8. Certification of No Forced Labor*

Pursuant to A.R.S. § 35-394, a public entity may not enter into or renew a contract with a "company" unless that contract includes the certification described below.

For purposes of this certification, "company" has the meaning prescribed by A.R.S. § 35-394: an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and has ten (10) or more full-time employees.

Select one of the following:

☐ Certification. The Bidder meets the statutory definition of a "company" under A.R.S. § 35-394 and hereby certifies that it does not currently, and agrees for the duration of the Contract that it 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, subcontractors, 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. Bidder further agrees that if it becomes

aware during the Contract term that it is not in compliance with this Certification, it shall notify the County within five (5) business days after becoming aware of the noncompliance. If bidder does not remedy the noncompliance within one hundred eighty (180) days after providing notice, the Contract shall automatically terminate.
☐ Fewer than Ten Employees. Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-394 because it has fewer than ten (10) full-time employees.
☐ Not a For-Profit Entity. The Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-394 because it does not engage in for-profit activity.
*Response required

9. Offer Page*

Please download the below documents, complete, and upload.

- GIL-IFB-2026-011_OFFER_PAGE...

*Response required

10. Supporting Attachments (Optional)

Use this section to upload any additional documents in support of your bid that are not otherwise captured elsewhere in this questionnaire. For example: company brochures or capability statements; equipment/technician certifications or specification sheets; or any other material you believe is relevant to the County's evaluation of your bid.

You do not need to submit a document here if you have already provided a complete response to a specific question elsewhere in this questionnaire. If you submit both a written response above and an attached document addressing the same topic, the County will consider both as part of your complete response; if the two conflict, the County reserves the right to seek clarification from the Bidder.

8. Pricing Sheet

Bidder shall complete the pricing table for each Award Category it is bidding. Bidders may bid one or more Award Categories. Each Award Category will be evaluated independently.

Pricing for each Award Category bid shall be entered as: (i) a firm Hourly Labor Rate per Technician; and (ii) a firm Travel Time rate. One (1) firm Percentage Markup on Parts shall be entered below and shall apply to all Award Categories bid, as described in Section 6.3 - Part B - Bid Pricing & Term. Rates shall include all costs necessary to provide the services required under the Contract, exclusive of applicable taxes (see Section 6.3).

Bidder must provide pricing for every required line item within each Award Category bid. For purposes of this requirement, Line Items 2 and 3 (Travel Time Rate) are alternatives: Bidder shall price **one** of the two lines and mark the other as indicated below. If Bidder

does not charge separately for travel, enter $0.00 on one Travel Time Rate line and mark the other line "N/A." A bid pricing either Line Item 2 or Line Item 3 satisfies the Travel Time rate requirement. Failure to provide required pricing for a line item may render the bid non-responsive as to that Award Category but shall not affect the responsiveness of another Award Category properly bid.

Leave blank or mark "N/A" for any Award Category Bidder is not bidding.

The Award Category(ies) priced on this Pricing Sheet must be consistent with the Award Category(ies) identified on the Qualification and Certification Form.

CATEGORY 1A - GLOBE AUTOMOTIVE GLASS

Globe General Services Shop: 1001 W Besich Blvd, Globe AZ 85501

Line Item	Rate Component	Unit of Measure	Bid Rate	N/A	Comments
1	Hourly Labor Rate per Technician	Hour			
2	Travel Time Rate - Per Hour (if Travel Time Rate is Per Trip, mark "N/A" for this line)	Hour			
3	Travel Time Rate - Per Trip (if Travel Time Rate is Per Hour, mark "N/A" for this line)	Trip			

CATEGORY 1B - GLOBE HEAVY-DUTY TRUCK AND EQUIPMENT GLASS

Globe General Services Shop: 1001 W Besich Blvd, Globe AZ 85501

Line Item	Rate Component	Unit of Measure	Bid Rate	N/A	Comments
1	Hourly Labor Rate per Technician	Hour			
2	Travel Time Rate - Per Hour (if Travel Time Rate is Per Trip, mark "N/A" for this line)	Hour			
3	Travel Time Rate - Per Trip (if Travel Time Rate is Per Hour, mark "N/A" for this line)	Trip			

CATEGORY 2A - PAYSON AUTOMOTIVE GLASS

Payson General Services Shop: 5320 E Hwy 260, Star Valley AZ 85541

Line Item	Rate Component	Unit of Measure	Bid Rate	N/A	Comments
1	Hourly Labor Rate per Technician	Hour			
2	Travel Time Rate - Per Hour (if Travel Time Rate is Per Trip, mark "N/A" for this line)	Hour			
3	Travel Time Rate - Per Trip (if Travel Time Rate is Per Hour, mark "N/A" for this line)	Trip			

CATEGORY 2B - PAYSON HEAVY-DUTY TRUCK AND EQUIPMENT GLASS

Payson General Services Shop: 5320 E Hwy 260, Star Valley AZ 85541

Line Item	Rate Component	Unit of Measure	Bid Rate	N/A	Comments
1	Hourly Labor Rate per Technician	Hour			
2	Travel Time Rate - Per Hour (if Travel Time Rate is Per Trip, mark "N/A" for this line)	Hour			
3	Travel Time Rate - Per Trip (if Travel Time Rate is Per Hour, mark "N/A" for this line)	Trip			

ALL CATEGORIES - PERCENTAGE MARKUP ON PARTS

Line Item	Rate Component	Unit of Measure	Percentage	Comments
1	Percentage Markup on Parts	% of Documented Parts Cost		

QUALIFICATION AND CERTIFICATION FORM

Purpose

Gila County will use this form to confirm the Award Category(ies) Bidder is bidding and Bidder's ability to perform the required work. Prior government contracting experience and AGRSS certification are not required.

1. **Bidder Information:**

Legal Business Name: _____

Doing Business As, if applicable: _____

Business Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Email: _____

2. **Award Category(ies) Bid (select all that apply):**

☐ Category 1A – Globe Automotive Glass

☐ Category 1B – Globe Heavy-Duty Truck and Equipment Glass

☐ Category 2A – Payson Automotive Glass

☐ Category 2B – Payson Heavy-Duty Truck and Equipment Glass

The Award Category(ies) selected above must be consistent with the Award Category(ies) priced on the Pricing Sheet.

3. **Service Capabilities:**

A. Where can Bidder perform services? Select all that apply:

☐ Mobile service at the Globe General Services Shop

☐ Mobile service at the Payson General Services Shop

☐ Service at Bidder's shop

☐ Other service arrangement. Please describe: _____

B. Physical address of Bidder's shop, if different from the business address above: _____

_____

C. For each type of glass service listed below, indicate whether Bidder can perform the work directly, arrange the work through a subcontractor or third-party provider, or does not provide the service:

Automotive glass replacement and chip repair:

☐ Performed directly ☐ Arranged through subcontractor or third-party provider ☐ Not Provided

Heavy-duty truck glass replacement and chip repair:

☐ Performed directly ☐ Arranged through subcontractor or third-party provider ☐ Not Provided

Equipment glass replacement and chip repair:

☐ Performed directly ☐ Arranged through subcontractor or third-party provider ☐ Not Provided

ADAS calibration:

☐ Performed directly ☐ Arranged through subcontractor or third-party provider ☐ Not Provided

Any subcontractor or third-party provider that Bidder intends to use must also be identified in Bidder's *Certification of Intentions Concerning Subcontracting.*

4. **Experience and Staffing:**

A. Briefly describe Bidder's experience providing the types of glass replacement and repair services included in each Award Category bid. If bidding Category 1B or 2B, include Bidder's experience with heavy-duty truck and equipment glass: _____

_____

_____

B. Approximately how many years has Bidder provided automotive, heavy-duty truck, or equipment glass services? _____

C. Number of technicians currently available to perform work under this Contract: _____

D. What is Bidder's typical lead time for obtaining commonly available automotive glass? _____

_____

5. **Performance History:**

Has Bidder, under its present or any previous business name, ever:

A. Failed to complete an accepted contract or work order?
☐ Yes ☐ No

B. Had a contract terminated for default or cause before the end of the contract term?
☐ Yes ☐ No

If Bidder answered "Yes" to either question, attach a brief explanation identifying the customer or contracting agency, approximate date, circumstances, and resolution. A "Yes" response will not automatically disqualify Bidder. The County will consider the circumstances, including how long ago the event occurred and any corrective action taken, in determining Bidder's responsibility.

6. **Certification:**

By signing below, the authorized representative certifies that:

A. The information provided on this form is accurate and complete to the best of their knowledge;
B. Bidder has reviewed the Scope of Work and is capable of providing the services required for each Award Category Bid;
C. Bidder understands that it may accept or decline individual requests for work based on its availability and capabilities; and
D. Bidder will promptly notify the County if any information provided on this form materially changes during the Contract term.

_____ _____

Signature of Authorized Representative Title

_____ _____

Printed Name Date Signed

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 provide three (3) references for glass replacement, chip repair, or similar services performed within the past three (3) years. References may be governmental, commercial, business, or individual/private customers. Prior government contracting experience is not required.

If Bidder is unable to provide three (3) references, Bidder should provide as many references as reasonably available. Providing fewer than three (3) references, or providing individual/private customer references, will not by itself cause the bid to be rejected or the Bidder to be determined non-responsible. The County may contact the references provided and may consider the information received in determining Bidder's responsibility.

1. Company/Contact Name: _____

   Address: _____

   Contact Phone: _____

   Job Description: _____

   _____

2. Company/Contact Name: _____

   Address: _____

   Contact Phone: _____

   Job Description: _____

   _____

3. Company/Contact Name: _____

   Address: _____

   Contact Phone: _____

   Job Description: _____

   _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

PRICING SHEET

Bidder shall complete the pricing table for each Award Category it is bidding. Bidders may bid one (1) or more Award Categories. Each Award Category will be evaluated independently.

Pricing for each Award Category bid shall be entered as: (i) a firm Hourly Labor Rate per Technician; and (ii) a firm Travel Time rate. One (1) firm Percentage Markup on Parts shall be entered below and shall apply to all Award Categories bid, as described in Section 6.3 – Part B – Bid Pricing & Term. Rates shall include all costs necessary to provide the services required under the Contract, exclusive of applicable taxes (see Section 6.3).

Bidder must provide pricing for every required line item within each Award Category bid. For purposes of this requirement, Line Items 2 and 3 (Travel Time Rate) are alternatives: Bidder shall price ***one*** *of the two lines and mark the other as indicated below. If Bidder does not charge separately for travel, enter $0.00 on one Travel Time Rate line and mark the other line "N/A." A bid pricing either Line Item 2 or Line Item 3 satisfies the Travel Time rate requirement. Failure to provide required pricing for a line item may render the bid non-responsive as to that Award Category but shall not affect the responsiveness of another Award Category properly bid.*

Leave blank or mark "N/A" for any Award Category Bidder is not bidding.

The Award Category(ies) priced on this Pricing Sheet must be consistent with the Award Category(ies) identified on the Qualification and Certification Form.

CATEGORY 1A – GLOBE AUTOMOTIVE GLASS				
Globe General Services Shop: 1001 W Besich Blvd, Globe AZ 85501				
Line Item	**Rate Component**	**Unit of Measure**	**Bid Rate**	**Comments**
1	Hourly Labor Rate per Technician	Hour		
2	Travel Time Rate – Per Hour *(if Travel Time Rate is Per Trip, mark "N/A" in Bid Rate)*	Hour		
3	Travel Time Rate – Per Trip *(if Travel Time Rate is Per Hour, mark "N/A" in Bid Rate)*	Trip		

CATEGORY 1B – GLOBE HEAVY-DUTY TRUCK AND EQUIPMENT GLASS				
Globe General Services Shop: 1001 W Besich Blvd, Globe AZ 85501				
Line Item	**Rate Component**	**Unit of Measure**	**Bid Rate**	**Comments**
1	Hourly Labor Rate per Technician	Hour		
2	Travel Time Rate – Per Hour *(if Travel Time Rate is Per Trip, mark "N/A" in Bid Rate)*	Hour		
3	Travel Time Rate – Per Trip *(if Travel Time Rate is Per Hour, mark "N/A" in Bid Rate)*	Trip		

CATEGORY 2A – PAYSON AUTOMOTIVE GLASS				
Payson General Services Shop: 5320 E Hwy 260, Star Valley AZ 85541				
Line Item	**Rate Component**	**Unit of Measure**	**Bid Rate**	**Comments**
1	Hourly Labor Rate per Technician	Hour		
2	Travel Time Rate – Per Hour *(if Travel Time Rate is Per Trip, mark "N/A" in Bid Rate)*	Hour		
3	Travel Time Rate – Per Trip *(if Travel Time Rate is Per Hour, mark "N/A" in Bid Rate)*	Trip		

CATEGORY 2B – PAYSON HEAVY-DUTY TRUCK AND EQUIPMENT GLASS				
Payson General Services Shop: 5320 E Hwy 260, Star Valley AZ 85541				
Line Item	**Rate Component**	**Unit of Measure**	**Bid Rate**	**Comments**
1	Hourly Labor Rate per Technician	Hour		
2	Travel Time Rate – Per Hour *(if Travel Time Rate is Per Trip, mark "N/A" in Bid Rate)*	Hour		
3	Travel Time Rate – Per Trip *(if Travel Time Rate is Per Hour, mark "N/A" in Bid Rate)*	Trip		

ALL CATEGORIES – PERCENTAGE MARKUP ON PARTS				
Line Item	**Rate Component**	**Unit of Measure**	**Percentage**	**Comments**
1	Percentage Markup on Parts	% of Documented Parts Cost		

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

_____

Date Signed

AGRSS CERTIFICATION DOCUMENTATION – OPTIONAL

AGRSS Certified Technician credentials (or accreditation of Bidder's shop under the AGSC accreditation program) are **not required** to submit a bid or to be awarded a Contract under this solicitation. This information is requested for informational purposes only and will not be used by the County to determine responsiveness or responsibility, and will not disqualify a Bidder if not provided.

If any of Bidder's technicians currently hold AGRSS Certified Technician credentials (or an equivalent third-party glass replacement certification), Bidder is encouraged, but **not required**, to complete the information below and attach supporting documentation (e.g., wallet card or certificate) for each technician listed.

Shop Accreditation

Is Bidder's shop currently accredited under the Auto Glass Safety Council (AGSC) AGRSS accreditation program?

_____ Yes _____ No

If yes, AGSC accreditation number (optional): _____

Technician Certifications

List below any technicians who hold current AGRSS Certified Technician credentials or an equivalent third-party certification. Attach additional sheets if needed.

Technician Name	Certification Held	Certifying Body	Certificate/ID No. (Optional)	Expiration Date

Attach copies of current certification documents (e.g., wallet card, certificate) for each technician listed above, if available.

I certify that the information provided above is accurate to the best of my knowledge. I understand this form is optional and that the information provided will not be used to determine bid responsiveness or Bidder responsibility.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

_____

Date

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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this bid 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Item 2 of this certification; and

4. Have not within a three-year period preceding this bid 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 bid 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 five years, or both.

_____

Printed Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

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

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INVITATION FOR BIDS (IFB) NO. GIL-IFB-2026-011**, 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 services must accompany the bid. The list must identify any subcontractors proposed to perform any portion of the work under this Contract. For each proposed subcontractor, provide the subcontractor's name, address, description of the work or services to be performed, and any license, registration, certification, permit, or other regulatory credential required by applicable law for the work or services to be performed. If no license, registration, certification, permit, or other regulatory credential is required for the proposed subcontractor's work, indicate "Not Applicable."

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 CERTIFICATION

Bidder hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Bidder's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Bidder shall further ensure that each subcontractor who performs any work for Bidder under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Bidder and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Bidder'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 subjecting Bidder 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, Bidder shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Bidder shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Bidder.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if the resulting Contract has a value of $100,000 or more and the Contractor meets the statutory definition of a "company," the Contractor must certify that it is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of goods or services from Israel.

For purposes of this certification, "company" has the meaning prescribed by A.R.S. § 35-393 and includes a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that has ten (10) or more full-time employees.

Select one of the following:

☐ **Certification.** The Bidder meets the statutory definition of a "company" under A.R.S. § 35-393 and hereby certifies that, if awarded a Contract valued at $100,000 or more, the Bidder is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of goods or services from Israel.

☐ **Fewer than Ten Employees.** The Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-393 because it has fewer than ten (10) full-time employees.

☐ **Not a For-Profit Entity.** The Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-393 because it does not engage in for-profit activity.

Date: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

CERTIFICATION OF NO FORCED LABOR

Pursuant to A.R.S. § 35-394, a public entity may not enter into or renew a contract with a "company" unless that contract includes the certification described below.

For purposes of this certification, "company" has the meaning prescribed by A.R.S. § 35-394: an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and has ten (10) or more full-time employees.

Select one of the following:

☐ **Certification.** The Bidder meets the statutory definition of a "company" under A.R.S. § 35-394 and hereby certifies that it does not currently, and agrees for the duration of the Contract that it 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, subcontractors, 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.

Bidder further agrees that if it becomes aware during the Contract term that it is not in compliance with this Certification, it shall notify the County within five (5) business days after becoming aware of the noncompliance. If Bidder does not remedy the noncompliance within one hundred eighty (180) days after providing notice, the Contract shall automatically terminate.

☐ **Fewer than Ten Employees.** Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-394 because it has fewer than ten (10) full-time employees.

☐ **Not a For-Profit Entity.** Bidder does not meet the statutory definition of a "company" under A.R.S. § 35-394 because it does not engage in for-profit activity.

Date: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that ALL solicitation documents shall be completed, executed, and submitted with this Invitation for Bids. If Bidder fails to complete and execute any portion of the solicitation documents, all with original signatures, the offer may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT	**COMPLETED AND EXECUTED**
QUALIFICATION AND CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICING SHEET	_____
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	_____
CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE CERTIFICATION	_____
ISRAEL BOYCOTT CERTIFICATION	_____
CERTIFICATION OF NO FORCED LABOR	_____
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5	#6
Initials	_____	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2026.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

OFFER PAGE

TO GILA COUNTY:

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

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

SOLICITATION NUMBER: GIL-IFB-2026-011 AUTOMOTIVE, HEAVY-DUTY TRUCK, AND EQUIPMENT GLASS REPLACEMENT AND CHIP REPAIRS

Offeror Submitting Bid:

_____
Company Name

_____
Address

_____
City, State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Email: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

Offer must be signed by a duly authorized officer eligible to sign contract documents for the Offeror.

GILA COUNTY

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Bidder _____ is now bound to provide the materials or services listed in Invitation for Bids (IFB) No. **GIL-IFB-2026-011** including all terms and conditions, specifications, and amendments, and the Bidder's offer is accepted by Gila County.

The Contract shall henceforth be referenced as **Contract No. GIL-IFB-2026-011____**. The Bidder has been cautioned not to commence any billable work or to provide any material or service under this Contract until Bidder receives written notice to proceed from Gila County.

Award Category(ies) Awarded: ☐ Category 1A – Globe Automotive Glass
☐ Category 1B – Globe Heavy-Duty Truck and Equipment Glass
☐ Category 2A – Payson Automotive Glass
☐ Category 2B – Payson Heavy-Duty Truck and Equipment Glass

AWARDED this _____ day of _____, 20_____.

GILA COUNTY BOARD OF SUPERVISORS:

_____
Tim R. Humphrey, Chairman

ATTEST:

_____
Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM:

_____
Gila County Attorney's Office