

**CITY OF CASA GRANDE, ARIZONA**

**NOTICE OF INVITATION TO BID – SURPLUS PROPERTY**

**BID NUMBER 1020-24-CG**

The City of Casa Grande will receive sealed bids for the following items:

**TWO 40-YARD RECEIVER BOXES**

Items will be sold together for one purchase price and are to be sold as-is and where-is.

Each bid shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: [www.casagrandeaz.gov](http://www.casagrandeaz.gov).

All bids must be submitted by **Tuesday, September 10, 2024, at 1:30 p.m.**, local time to the City Clerk, Gloria Leija, 510 East Florence Boulevard, Casa Grande, Arizona 85122.

Bids must be addressed to:

**Gloria Leija, City Clerk  
City of Casa Grande  
510 E. Florence Boulevard  
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**CASA GRANDE BID NUMBER 1020-24-CG  
INVITATION TO BID FOR TWO 40-YARD RECEIVER BOXES  
BID OPENING: Tuesday, September 10, 2024, at 1:30 p.m.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Invitation to Bid, or to reject any or all bids.

City of Casa Grande

Gloria Leija, MMC  
City Clerk

## **SECTION 1 – INFORMATION TO BIDDERS**

### **SECURING BID DOCUMENTS**

Bid document forms are available at <https://casagrandeaz.gov/Bids.aspx> and via the City Clerk's Office:

Gloria Leija, MMC  
City Clerk  
City of Casa Grande  
510 E. Florence Blvd.  
Casa Grande, Arizona 85122  
(520) 421-8600 Ext. 1110

### **INQUIRIES**

Any inquiry related to this Invitation to Bid shall be directed solely to the City of Casa Grande Project Manager identified in this submittal. The submitter shall not contact, or direct inquiries concerning this solicitation to any other employee unless the solicitation identifies a person other than the Project Manager as a contact.

The Contact Person for this Invitation to Bid shall be:

Ronald Rouse  
Sanitation Superintendent / City of Casa Grande Public Works  
(520) 421-8625 Ext. 4711  
Ron\_Rouse@casagrandeaz.gov

### **CONTENT OF BID**

The submitted bid package should contain the following:

- \* Completed Bid Form
- \* Certification of Bid

## SECTION 2 – ITEM SPECIFICATIONS AND CHARACTERISTICS

The Receiver Boxes were purchased by the City in 2004 and have never been installed or used by the City or any jurisdiction or agency. The box dimensions are as follows:

- Length 22'
- Height 8' 6"
- Width 7'
- 40" wide rails

**Receiver Box 1**



**Receiver Box 2**



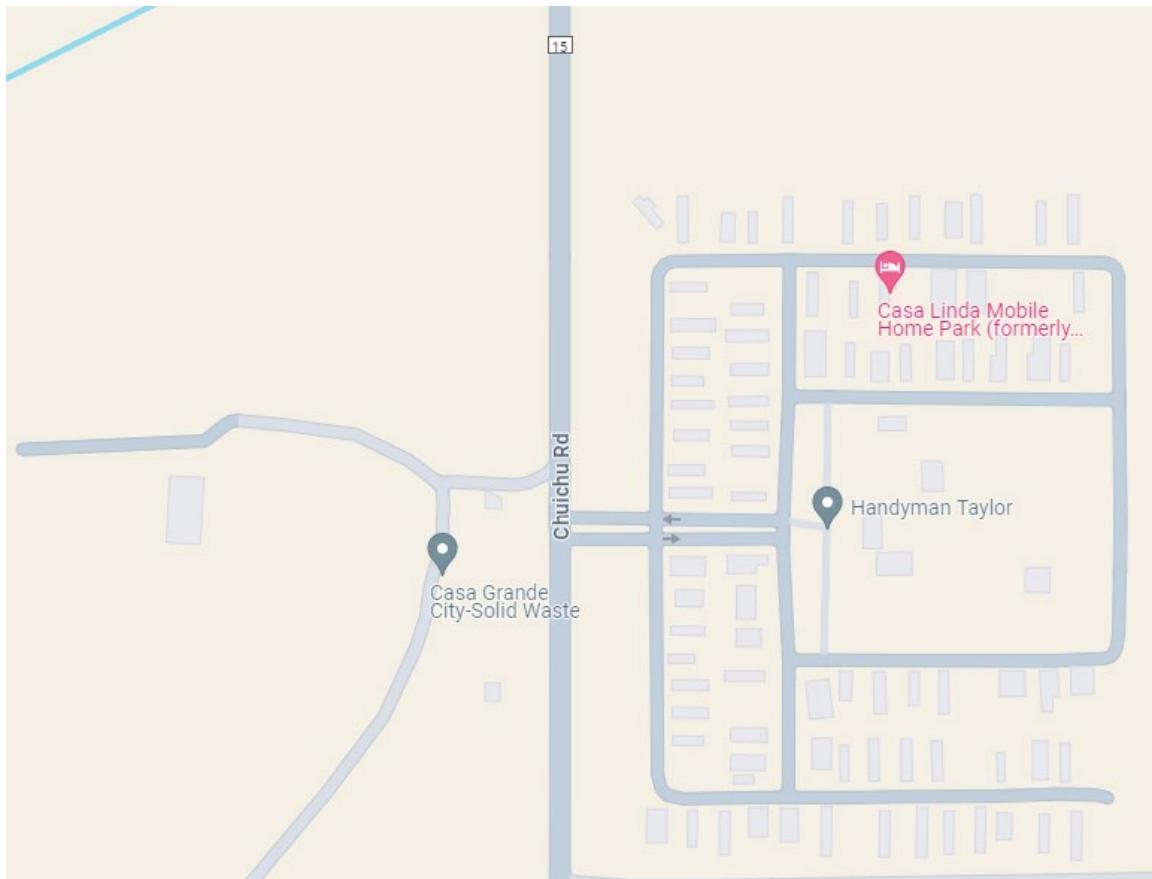
**Note:** No warranty is offered nor conveyed by this sale. The City does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, or the merchantability or fitness for a particular purpose, and City

expressly disclaims any representation or warranty regarding the results to be obtained from the use of these Receiver boxes.

## SECTION 3 – ITEM LOCATION

The described items are located at:

City of Casa Grande Landfill  
5200 S Chuichu Road  
Casa Grande AZ 85193



## SECTION 4 – INVITATION TO BID PROCESS / FINAL SALE

As a guarantee of good faith, each bid must be accompanied by a certified check, cashier's check, or money order made payable to the City of Casa Grande in an amount no less than twenty percent (20%) of the total amount bid. **Cash will not be accepted.**

The good faith deposit of all unsuccessful bidders will be returned by mail as soon as possible after bids have been opened and the property has been awarded. The deposits of all bidders will be returned if all bids are rejected.

The City will retain and apply the successful bidder's good faith deposit to the balance of the purchase price. The successful bidder must pay the balance of the purchase price at the time of delivery. Payment of balance due must be in the form of a certified check, cashier's check, or money order made payable to the City of Casa Grande. The successful bidder's good faith deposit will be forfeited to the City as liquidated damages if the successful

bidder fails or refuses to purchase the property after the property has been awarded.

Prior to submitting a bid, prospective bidders are responsible for inspecting the described items. No refund or adjustment will be made because the property fails to meet standards of quality or conditions. Failure to inspect the property will not be grounds for any claim for relief.

Bidders and their representative shall have the right to enter upon the property to conduct reasonable surveys, examinations, and inspections prior to the bid closing, provided however, that the discovery of any objectionable condition on or with respect to the property shall not give the bidder any right to require the City to take any corrective action with respect to such condition.

Excluding any damage, liability, loss, cost, or expense resulting from the examinations and inspections. In the exercise of its rights pursuant to this paragraph, the bidder shall not interfere with the conduct of the City's activities on or with respect to the property and shall give the City reasonable advance notice of any examinations and inspections the bidder intends to conduct. Such notice shall contain the date and time the bidder intends to conduct such activities and a description of the nature of the activities. The City shall be entitled to have representatives present throughout such activities.

Possession of the property will be given upon payment in full of the purchase price and delivery of the property. The property shall be conveyed to the successful bidder on the closing date in the same physical condition as the property is on the effective date of the executed Purchase Agreement, ordinary wear and tear excepted.

A bill of sale will be provided. No warranty will be included or implied. The sale of the product is final.

**Bids submitted electronically shall not be accepted.**

If you have a disability for which the City needs to provide accommodations, please notify us of your requirements 48 hours before the scheduled bid opening.

**SECTION 5 – ITEM REMOVAL / REMOVAL PERIOD**

The items shall be removed from city property no later than 10 days upon receipt of payment. Adequate Proof of Insurance shall be required during the removal process.

If the Purchaser effects partial removal and fails to remove either one or both of the items within the specified time for removal, a Notice of Default will be issued to the Purchaser; however, no portion of the bid price will be refunded to the Purchaser for any item from which any part or component has been removed.

If the Purchaser, after notification in accordance with the terms of the sale, fails to effect removal of the property being sold herein; the City may, at its option and without further notice to the Purchaser, dispose of such property as it may endanger the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs incurred by the City for such disposal.

Days and hours available for the removal period shall be between 9:00 a.m. and 2:00 p.m., Monday through Friday, to be conducted on a day and time agreed to between Purchaser and the City, but in no case later than Friday, October 11, 2024.

## **SECTION 6 – SAFETY**

It is the Purchaser's responsibility to follow all City rules and regulations with regard to safety. It is the Purchaser's responsibility to work in a safe manner to avoid any damage, spills or the release of any fluids on city property. If a spill occurs, it is the sole responsibility of the Purchaser to clean up, contain such spills, and remove the waste in an environmentally safe manner.

## **SECTION 7 – HOLD HARMLESS CONDITION**

The Purchaser shall hold and save the City and its personnel free and harmless from liability of any nature or kind occasioned by operations of the Purchaser on City premises.

## **SECTION 8 – INSURANCE REQUIREMENTS**

### **Indemnification Requirements:**

To the fullest extent permitted by law, the Purchaser agrees to indemnify, defend and hold harmless the City of Casa Grande, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the removal of the sold items under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Purchaser, Purchaser's subcontractor(s), or anyone directly or indirectly employed or hired by Purchaser or anyone for whose acts Purchaser may be liable.

### **Liability Insurance:**

Upon signing of the Sales Agreement and so long as it shall remain in effect, Purchaser, at its cost and expense, shall purchase and maintain the insurance described below. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The Purchaser's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande. All insurance required of the Purchaser shall also be required of any sub-contractor(s) hired by the Purchaser. The Purchaser is responsible for providing such proof of coverage to the City of Casa Grande for any/all sub-contractors hired prior to the performance of work at the City's Item removal site.

The insurance coverage(s) to be purchased and maintained are:

### **General Liability:**

Purchaser shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, contractual liability, broad form property damage including damage or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private, and personal injury liability.

The policy shall have limits of not less than:

\$1,000,000/\$2,000,000 aggregate for each occurrence of bodily injury and property damage; and \$1,000,000 for personal injury.

**Workers' Compensation:**

Purchaser shall provide workers' compensation insurance as required by state statutory limits and federal laws having jurisdiction over Purchaser's employees engaged in the performance of Item removal at the City's site.

**Automobile Liability:**

Purchaser shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Sales Agreement.

**Property Insurance:**

A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by Purchaser from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Purchaser shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Purchaser under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

Purchaser shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from Purchaser's insurers showing that the coverage required above has been obtained.

The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

All certificates, including workers' compensation shall show the certificate holder as follows:

City Of Casa Grande  
510 E. Florence Blvd  
Casa Grande, Arizona 85122

Description of Operations shall reference the specific work to be performed by the Purchaser.

Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Purchaser's obligation to maintain such insurance.

**PURCHASER IS TO PROVIDE ALL SUPPLIES, EQUIPMENT AND TRANSPORTATION FOR ITEM REMOVAL.**

## BID FORM

### Purchase of Two 40-Yard Receiver Boxes

**Items are sold together.**

<b>Two 40-yard Receiver Boxes</b>	<b>Bid Price total for both Boxes:</b>
	\$ _____

**CERTIFICATION OF BID**  
**FOR**  
**Purchase of Two 40-Yard Receiver Boxes**

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bids, Information to Bidder, Bid Specifications, Bid Form, Issued Addenda and Certification of Bid that they have read and fully understand, and will comply with said invitation to bid.

Corporate Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, and Zip \_\_\_\_\_

Type of Entity \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Phone Number \_\_\_\_\_

Casa Grande Business  
License Number (if Applicable) \_\_\_\_\_

Signature of Authorized Officer \_\_\_\_\_

Print Name of Authorized Officer \_\_\_\_\_

Title of Authorized Signatory \_\_\_\_\_