



City of Prescott
Purchasing Services
216 S. Marina St., Suite 202
Prescott, AZ 86303-3929

Bid 09FPD0029
Automated Side Loader Refuse Truck

The City of Prescott is soliciting bids for an Automated Side Loader Refuse Truck. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, March 12, 2009, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

Desired minimum specifications for one (1) or more 30 cubic yards Automated Side Loader Refuse vehicle. Any exceptions to the desired specifications must be explained. Price quoted to be FOB Prescott, Arizona.

CAB AND CHASSIS

1. Engine – 365 H.P. 2007 compliant electronically controlled diesel engine. Cummins ISL with 1250 ft lb torque.

All engine manufacturer specifications and/or requirements must be met. Spin on oil filter(s) must be of sufficient capacity and micron rating for operation in dusty conditions and meet manufactures specifications.

Air filter – dual element and certified to meet requirements of applicable engine. Air intake for the engine must be from a point above the roof of the cab and properly bonneted to keep out moisture. Bonnet incorporated to include a pre- cleaner. Intake system to have restriction gauge mounted on the air cleaner housing. The air cleaner to be mounted behind driver (Road side of cab) for better viewing of the refuse body gripper when looking out rear cab window from the left hand steering position. **If camera system is required for proper viewing of side loader operation state make and model of the camera system being provided and include the cost of the camera system in the total cost of the complete vehicle chassis and refuse body.**

Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state the cooling system will keep at normal operating temperatures in very dusty conditions and in temperatures that can reach 120 degrees Fahrenheit. The perfect cooling system will have no more that one radiator, frontally mounted and provide superior cooling in compliance with the specifications of 2007 engines repairs. Metal surge tank required (plastic tanks not acceptable). The coolant reservoir to be mounted behind driver (left side of cab) to aid in viewing of refuse body gripper out the rear window of the cab.

All coolant hoses to be silicone.

Engine equipped with alarm systems, indicating high engine temperature and low oil pressure. Engine supplied with high quality fuel filter system to improve oil. Engine Supplied with high quality fuel filtering system to remove all impurities, including water from the fuel.

2. Exhaust System –Exhaust component location will be such as to allow the maximum, un-obstructed view for the left hand drivers through the rear window to the curb side of the vehicle. Proper heat shielding is required to preclude refuse debris from contacting any heat source created by the turbo and exhaust system components.
3. Transmission - Allison HD4500 series World Transmission with appropriate cooler (must not cause engine to over heat). Transmission touch pad control to be mounted so as not to interfere with driver's leg room, A/C ducts, dash controls and not affect the gauge visibility. It is to be mounted so the driver can shift without changing positions. Transmission must be supplied from the factory with Allison approved synthetic transmission fluid. Unit to be supplied

with Allison ETC 5 year extended warranty policy and shall be included in the price of the delivered unit.

4. Brakes – Complete brake system must be air. “S” cam actuator only will be accepted (wedge or disc will not be accepted). Air compress minimum of 18.7 CFM capacity. Air intake for compressor must come from a clean source preferably the main engine air intake system. A Federal Safety requirement regarding gauges, low pressure buzzer, pop-off valves and bleeder valves to be met. Prefer front brakes 16.5”x7”, rear brakes prefer 16.5”x8.6” minimum. Vendor to state size and surface area of brake shoes. Air dryer supplied between air compressor and first tank. Dryer shall be a Bendix ADIP with heater. All chassis air lines are to be wire braid. Lines routed to actuator chambers must be pliable and strong enough to withstand road shocks and debris flipping up against them in alleys and landfills. Air system to have air coupling or stem valve to allow for pressuring air system from outside source.

- a. Front Brake size and surface area _____
- b. Rear Brake size and surface area _____

5. Gross axle capacity – minimum 20,000 # front axle beam required – Meritor MFS-20 preferred. 40,000# rear axle required – Meritor RT40-145 preferred. Axles to have outboard drums and hub seals. Gear ratio shall optimize refuse can to can power and speed, and be able to obtain minimum 60 mph road speed. Four (4) wheel lock capability required. Vendor to state gear ratio offered and provide performance charts for engine, transmission and differential combinations. Preferred gear ratio 5.29

- a. Gear Ratio offered _____
- b. Performance chart included.

6. REAR Suspension – Rear suspension shall be high articulation design. V-Torque rod with rubber tower spring attachment. “Hendrickson”, HN402 or HMX-400 required. Either suspension proposed to have transverse torque rods and shock absorbers. Suspension capable of withstanding a GVWR of 60,000#.

- a. Model of rear suspension being offered. _____

7. Springs – Springs and spring hangers for front axle to exceed the rating of the axle (20,800 lbs. minimum).

8. Frame rails of sufficient strength and rating to withstand refuse truck service. The RBM rating must at least 2,080,000 in the main section, primarily of bolted construction with as few rivets as possible. The frame in the area of the lift arm to have a minimum RBM of 3,200,000.

9. Tires Rear: – 315/80R22.5 Load range L.
Tires Front: 315/80R22.5 load range L
Hub pilot, Polished aluminum style wheels, 10 hole, 22.5x9.0 front and rear
All tire to be mixed rubber surface compound, Michelin XZY3, Goodyear G291, or Continental HSU. NO EXCEPTIONS.

10. Power steering – integral unit (add-on power assist NOT acceptable) TAS-65 with dual ram. Unit to provide minimum of 45 degree wheel cut with 315/80R22.5 tires

11. Refrigeration and heater to be of sufficient size and rating for use in ambient temperatures for up to 120 degrees Fahrenheit. All repair components to be available locally. Condenser to be

factory installed with dual fan, roof mount. Unit and all components, including the condenser, installed in a manner that does not interfere with any truck or refuse operational controls. Factory installed heater and refrigeration. Dash mounted adjustable lovers vents to be provided.

12. Left hand steer cab to contain all standard factory gauges including volt meter, oil pressure, water temperatures, tachometer, air horn, transmission temperature mounted on the dash. Tilt cab required, all steel cab preferred with total accessibility to engine and all components. Drivers seat, with lumbar support, Bostrom Levelair, or National Cushion Air, on the drivers side. Passenger seat supplied on right or passengers side. AM/FM/CD radio, dual sun visors and hot and cold weather insulation package.
13. Windshield wipers – heavy duty commercial type.
14. Fuel Tank – Unpainted Aluminum, 70 gallons, minimum capacity
15. Dual Outside Mirrors – 16” x7” or larger. Break-away West Coast style with spot mirror.
16. Cab supplied with large convex mirror mounted on the console to allow driver to view dumping cycle without turning around.
17. Wheel-base, cab to axle and overhang shall all met respective body manufacturer’s requirements. It is the vendor’s responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions. Curb to curb turning diameter of complete unit not to exceed 68ft. Minimum 45 degree wheel cut required. Vendor to specify the wall to wall turning diameter of this unit. Reduced wall to wall turning is critical for solid waste collection.

Wall to wall turning diameter _____

Curb to curb turning diameter _____
18. Drive line must meet GVWR requirements. All driveline U-Joints to be 1760HD series. U-Joints to have glide coated splines.
19. Batteries – three (3) high cycle, group 31, 2250 CC to start engine and maintain complete electrical system. Cables to be professional formed and routed with the shortest cable possible to reduce voltage drop and amp loss. Batteries mounted as close to starter and as near to frame as possible. Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing. Unit must be supplied with a battery cut off switch with lock out. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.
20. Alternator-Delco Remy, Series 33SI, 135 AMP.
21. All wiring must be neatly loomed and routed so as not to come into contact with anything that could cause damage to wiring.
22. Front bumper and Towing – Truck must have front bumper. Front bumper to be chrome plated. A means for towing vehicle with a wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have rear tow hooks or loops strong enough to tow loaded vehicle with rear wheels off the ground.

- 23. Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components.
- 24. Passenger door, driver door, wing vents and rear cab window to be covered with high performance metalized film (complaint with local requirements).
- 25. MCO provided at time of delivery.
- 26. MVD level one vehicle inspection provided for each complete unit.

Lighting and Safety Devices

- 1. LED chassis lighting package required. Turn signals reflectors, running lights, back up lights, transistorized back-up alarm (Preco LDA50 or approved equal), and all other accessories, as required by ICC and DOT-108 will be provided. Mid body turn signals on each side of the body and a center mounted brake light on the body are required. All wiring to be neatly loomed tied, and so routed to prevent damage, rubbing pinching or pulling. Unit to have hopper illumination light mounted on right rear cab area, and rail illumination light aimed at the grip arm.
- 2. Unit supplied with a rear view monitor system. Safety Vision SV-CLCD-65 color with 7" flat screen monitor in cab, camera mounted on tailgate, illuminate provide by two flood lights facing rearward, wired to illuminate when transmission is put in reverse. Color camera system preferred.

Painting

Complete unit cleaned of all residues and weld slag (cleaning in keeping with good and accepted industry practices) A high grad zinc oxide primer shall be applied followed by a finish coat of high quality Cherry Red (Dupont M1151-HR) transport enamel to match existing City of Prescott refuse truck fleet. **Cab, body and lift color must match.**

Miscellaneous

State chassis warranty period

State any additional warranties available and associated cost

Manuals

- 1. Each vehicle to be provided with one operator manual. Each order of like trucks provided with one PARTS manual, one TECHNICAL service manual, one complete ENGINE technical manual, and one COMPLETE Technical Service Manual for ALLISON transmission provided. Manuals may be provided in CD form that is Novel server compatible. The order will be considered incomplete until manuals or CDs are supplied.

REFUSE BODY -

Body Capacity

1. Thirty (30) cubic yard body not including hopper, tilt body required.

Body Construction

1. Body design for mounting on a tilt cab chassis where hood and fenders tilt allowing accessibility to engine and all components.

State length, height and width of completed unit

Turning radius (for narrow alleys) will be considered when evaluating the proposed offers.
State turning radius _____

2. The structural integrity of the body shall allow high density loading of up to 700 pounds per cubic yards of normal refuse. Body to contain sufficient reinforcement and bracing to assure retention of original shape.
3. All exterior seams and abutments continuously welded for strength and neatness of appearance.
4. Hopper are floor 1/2" minimum ASTM-A36 steel with balance of the floor area equivalent to 7 gauge using 150,000 PSI yield steel. Additionally a 3/16", 100,000 PSI overlay sheet shall be welded to the body floor. The overlay will cover a 10" section of the hopper floor and extend a minimum of 24" into the body.
5. Body sides minimum 10 gauge, high tensile sheet, fully welded to the side wall vertical bolsters. Body roof minimum 12 gauge high tensile sheet fully welded to full width structural channel roof cross-members to contain and dissipate forces equally through the roof structure.
6. Paddle style packer system preferred.
State design of packing system being offered _____
7. Hopper opening in body to be sufficient size not to interfere in any way with dumping of 90 thru 300 gallons automated side loader containers and with no bracing. Curved shell design. Manually operated hopper cover to be included.
8. Dumping should allow for complete emptying of the refuse body without the operator having to pull or clean remaining refuse from the body. Dual body dump cylinder configuration preferred.
9. Accessibility for large adult, 6'2" – 220 lbs, must be provided to area in refuse box behind the packer. Safety system provided to prohibit packer from operating when accessing the packer area.
10. Must have rear tow hooks strong enough to tow fully loaded vehicle with rear wheels off the ground.
11. Steel front mud guards in front of rear wheels
12. All lubrication points to be zerks only- no auto lube system on body required

13. Strobe light with dual activation (reverse and in cab), LED light package required. DOT light bar to be installed and included with this bid
14. Body to be mounted, body and lift to be painted Dupont M-1151 Cherry Red to match cab

Tailgate

1. Tailgate must be one piece, top hinged and hydraulically operated. Tailgate movement and latching controlled from inside the cab.
2. Tailgate constructed of minimum 10 gauge steel and sufficient reinforcing to withstand repeated packing pressures. Hinge mounts reinforced where attached to body.
3. Tailgate props shall be provided. Props may be lowered manually and secured in the raised position by a positive locking device.
4. Tailgate equipped with heavy positive type hydraulic latch and water tight seal to a water level height of 14".

High Compaction Packer Plate

1. Packer plate constructed so that no distortion or bending will occur during repeated cycles of maximum packing pressures. Packer plate designed for continuous operation and refuse dumping in any position. Packing sweep cycle shall displace a volume of at least three (3) cubic yards, at idle in a maximum of nine (9) seconds at 750 RPM in gear.

State achievable compaction ratio in pounds per yard in operation for Prescott climatic conditions _____

2. The preferred packer plate and related hydraulic cylinders shall be capable of being greased without entering the hopper.

Hydraulics

1. Hydraulics systems that operate at 2,500 PSI and less are preferred

State recommended operating pressure for system being proposed _____

2. Factory to seal pressure relief valve at recommended pressure.
3. Constant speed PTO with overspeed, hydraulic pump is preferred. Front mount pump shall be considered if mounted in a manner that allows truck to enter roads and alleyways that have a steep approach angle typical to many areas of Prescott. State pump mounting options and cost here:

4. System to achieve maximum work productivity in gear at engine idle. Due to alley routes in Prescott front bumper extensions are not acceptable.
5. Pressure and volumes to be controlled by a factory sealed relief valve and be matched to the requirements of the packing system.

6. Reservoir properly baffled with sufficient capacity for operation in 120 degrees Fahrenheit ambient temperatures. Return line to tank to be supplied with an oil filter of proper size, capacity and readily available for replacement. Reservoir designed to provide a constant hydraulic fluid stream to the suction port of the hydraulic pump and preclude air borne contaminants from entering the system. A sight glass is required for checking hydraulic fluid level. The hydraulic reservoir must be of sufficient size (approximately 45 gallons) to independently supply both the packing and mechanical loading devices simultaneously. Suction line shut off valve required.

State capacity of hydraulic tank _____

7. All high pressure hoses doubled braided wire construction built to withstand a pressure equal to four times maximum pump output. Hydraulic system must have a test port located in a convenient place for taking pressure readings. All hydraulic pressure hose fittings must be S.A.E. 37 degree, 37 degree, J.I.C. style male ridged and female swivel.

Lifting Device

1. The device shall, in continuous duty operation be capable of extending arms, grasping, raising, dumping, and returning container to the full down position in the maximum cycle time of eight (8) seconds at 750 RPM in gear.

State cycle time: _____

2. The device shall, in continuous duty operation, be capable of lifting 300 gallon plastic containers weighting 1,600 lbs at any extension of the arm in ambient temperatures of 120 degrees Fahrenheit, with feathering capability.
3. Arms designed to pick-up 60 and 300 gallon containers. Arms to be universal belt style preferred and shall not require the driver to leave the cab in order to retrieve either size container.
4. Device mounted with the 96" overall width limitation. Arm designed to operate off the right side of the vehicle.
5. The lift shall have a minimum reach capable of 84" – reach from the side of the body to the center line of a 90 gallon container.
6. Total mounting height must not exceed fourteen (14) feet. Please state height of arc when dumping 300 gallon containers

Height of arc when dumping containers _____

7. Unit shall be equipped with an electronic can counter. The counter shall be incorporated into the release cycle, where as each time a can is released, that cycle is counted. Counter shall have an LCD display, dash mounted to display the number of cans dumped.
8. A loader control valve is required. The valve will be foot operated and located on the driver side floorboard left side. The valve will allow the operator to regulate the speed of the lift arm with their left foot.

9. Lift mechanism must deliver container to hopper with no kick-out. Unobstructed view of the grip arms and lifting device from the left hand drivers seat will be a major factor in the proposal award decision (the use of cameras to view the lift arm is NOT preferred)
10. Grip arm surfaces shall have a minimum of 270 degrees contact with the container circumference to preclude damage to container. Grip arm surfaces shall have vulcanized rubber-like material where they contact the can to preclude damage and slippage of container.
11. Grip arm controls to be mounted on the right side of the driver. To be in continuous usage without creating fatigue for the operator. Electric over hydraulic controls are required (pneumatically controlled valves are NOT acceptable) Additionally each unit shall be supplied with remote electric joy stick control unit with pendent that can be randomly located by the operator for control of the grip arm functions. Heil splitter harness to be installed.

Manuals

One refuse body parts manual and one service manual provided, indexed for easy location of components.

CD that is Novel server compatible may be substituted in place of a paper manual.

Order shall be considered incomplete until all manuals or CD's have been delivered to the City of Prescott Fleet Maintenance.

Miscellaneous

One (1) year body warranty required.

State warranty period and terms:

Special consideration will be given to vendors that provide a body via a dealer in Maricopa County area.

State delivery of completed unit ARO

Parts and Service

A local parts and service center with a full line of replacements parts and qualified factory service personnel is required for the offered body. City of Prescott staff will perform a site visit of the potential successful vendor's parts and service facility to determine adequate (based on the City of Prescott evaluation) parts availability and stock on hand, prior to RFP award.

List location of facilities available for site tour:

Training

Each body purchased is to include training for one (1) technician. The training will be minimum of 30 hours of technician specific to the refuse system purchased. The training will be conducted by a factory authorized trainer. At the discretion of Prescott the training may be utilized up to one year after the refuse system purchase. The training is to be conducted in the Prescott area at an authorized training facility. Out of state training is not preferred. In the event the successful vendor options to train outside of the Prescott area, the costs of employee transportation and

lodging shall be the responsibility of the successful bidding vendor and must be included in the bid pricing of this unit. Please provide detailed information on the training you are offering.

ACCESSORIES- ADD/DEDUCT PRICING FOR OPTIONS

OPTIONS - BODY

1. Tool, Box mounted on ICC rear bumper. Box dimensions approximate 24" wide x 18" tall x 18" deep with key lock. Paddle style or T-handle latch are acceptable.
\$ _____
2. "Roadway Displays INC" message boards frames, two (2) per truck 2 ¼" x 95 ½ " x 31 ½"
Price to include frame and installation.
\$ _____ per installed set of two (2)
3. (1) Five (5) Lb. Dry Chemical ABC rated fire extinguisher with mounting bracket on body.
\$ _____
4. Two (2) Gote #64123 amber lights mounted on the rear of the truck 48" off the ground. Lights wired to alternately flash with control switch in the cab.
\$ _____ per installed set of two (2)
5. Two (2) dual flashing 7" amber LED lights mid mount on the tailgate.
\$ _____ per installed set of two (2)
6. One (1) Amber strobe light, mid mount on the tailgate. The light is to be wired for in cab control and transmission reverse activation.
\$ _____ per installed set of one (1)
7. Tru-trac steering geometry correction kit installed with three axle alignment. A pre and post alignment analysis sheet to be provided.
\$ _____ per installed kit
8. LED Light package on all body lighting \$_____
9. Dual work lights, dual color camera system \$_____
10. 6" Convex mirror mounted in cab \$_____
11. Universal grabbers 90-300 belts \$_____
12. Front steel mud guards \$_____
13. 26 month warranty \$_____
14. 3 year warranty \$_____

15. 4 year warranty \$ _____

16. 5 year warranty \$ _____

17. 5 Year hydraulic cylinder only warranty \$ _____

18. Joystick control, splitter harness and DOT light bar **to be included w/ bid instructions above**

19. Please state any options available and the cost of each.

a. _____ \$

b. _____ \$

c. _____ \$

OPTIONS- CHASSIS

1. Aluminum Wheels – Front and Rear \$ _____ Polish \$ _____

2. Aluminum Fuel Tank – unpolished \$ _____

3. Chrome Front Bumper \$ _____

4. 5 year Extended Turbocharger Warranty \$ _____

5. Extended Cummins engine warranty \$ _____

6. Four (4) Wheel lock for rear drive axles \$ _____

7. Double / Extended brake pedal \$ _____

Warranties

State any additional warranties available with the proposed package and cost.

a. _____ \$

b. _____ \$

c. _____ \$

2.0 Solicitation Process Requirements

- 2.1. Communications with the City: All communications regarding this solicitation must be directed in writing to the Purchasing Division. Unless authorized by the Purchasing Manager, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Buyer for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager
City of Prescott
Purchasing Services Division
Fax: 928-777-1241
E-mail: purchasing@cityofprescott.net

2.2 Schedule

- 2.2.1. **Solicitation Advertisement**
Sunday, March 1, 2009
- 2.2.2. **Deadline for Questions and Requests for Addenda**
Thursday, March 5, 2009 COB
- 2.2.3. **Deadline for Issuance of Addenda via fax or e-mail**
Friday, March 6, 2009 COB
- 2.2.4. **Bids Due (one (1) original and two (2) copies)**
Thursday, March 12, 2009 at 2:00 pm
Office of the City Clerk
201 S. Cortez St.
Prescott, AZ 86302
- 2.2.5. **Bid Opening**
Thursday, March 12, 2009 at 2:00 p.m.
City of Prescott
City Council Chambers
201 S. Cortez St.
Prescott, AZ 86302

2.3. Questions and Requests for Addenda

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the City's Buyer in writing by fax or email. Questions and requests for addenda must be received by the City's Buyer no later than the date and time listed in Section 2.2. Questions received after this time will not be considered or answered. Failure by a Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4. City Answers and Addenda

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Any such addenda and City answers to questions will be issued no later than the date and time listed in Section 2.2. Addenda and City answers will be posted on the City's website at www.cityofprescott.net/business/bids. Bidders are responsible for checking the City website for any and all addenda to this solicitation, answers to questions posed by other Bidders, and related information. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.5. Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to

advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.6. **Multiple Bids**

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7. **Delivery of Bids**

Sealed bids (one (1) original and two (2) copies) must be received at the Office of the City Clerk no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Elizabeth A. Burke, City Clerk
City of Prescott
PO Box 2059
Prescott, AZ 86302

If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:

Elizabeth A. Burke, City Clerk
City of Prescott
201 S. Cortez St.
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and two (2) copies) in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Solicitation and Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.8. **Cost of Bids**

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.9. **Errors in Bids**

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.10. **Withdrawal of Bids**

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 90 calendar days after the bid due date and time.

2.11. **Changes in Bids**

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.12. **Rejection of Bids**

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.13. **Disposition of Bids**

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.14. **Incorporation of Solicitation and Response in Agreement**

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.15. **Protests**

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1241. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or

bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.16. **Bid Submittal**

Bid (one (1) original and two (2) copies) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.18.1. Bid Form A - Bidder Response Cover Sheet
- 2.18.2. Completed Specifications (responses where indicated) (replaces Bid Form B)
- 2.18.3. Bid Form C - Bid Certification
- 2.18.4. Bid Form D - Non-Collusion Certificate
- 2.18.5. Bid Form E – Contractor Questionnaire
- 2.18.6. Bid Form F – Certificate of Ownership
- 2.18.7. Bid Form G – Bidder Optional Information
- 2.18.8. Bid Form H – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. **Entire Agreement**: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.
- 3.2. **Term**: The term of this Contract shall commence on the date the City's Purchasing Agent signs the same and shall expire as stated within the Contract.
- 3.3. **Freight**: Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 3.4. **Title**: Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 3.5. **Overages/Undergoes**: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.6. **Schedule**: Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.7. **Payment**: Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 3.8. **Unlawful Overcharges**: The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. **Price Warranty**: The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.10. **Warranties**: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all

- applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. **Date Warranty**: Vendor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.
 - 3.12. **Equal Employment Opportunity**: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 3.13. **Diversity**: The City encourages the Contractor to employ a workforce reflective of the region's diversity.
 - 3.14. **Discrimination in Contracting**: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
 - 3.15. **Record-Keeping**: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
 - 3.16. **Publicity**: The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.
 - 3.17. **Proprietary and Confidential Information**: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
 - 3.18. **Indemnification**: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the

Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

- 3.19. **Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:
 - 3.19.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability;
 - 3.19.2. If any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and
 - 3.19.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.
- 3.20. **Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.21. **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.22. **Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
- 3.23. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.24. **Adjustments:** The City's Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 3.25. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.
- 3.26. **Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.27. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.28. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.29. **Applicable Law:** This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.30. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.31. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

- 3.32. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
- 3.33. **Termination:**
- 3.33.1. **For Cause:** Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- 3.33.2. **For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- 3.33.3. **For Public Convenience:** The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.
- 3.33.4. **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
- 3.34. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.
- 3.35. **Contractor Immigration Warranty**
The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

- 4.1. **Default by Bidder:** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. **Cash Discounts:** In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
- 4.3. **Warranty:** Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.
- 4.4. **Litigation:** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.
- 4.5. **Cooperative Use of Contract:** This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- 4.6. **Brand Names:** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C

- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Contractor Questionnaire: Bidder shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Bidder shall complete, sign, and submit Form F completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.7. Form G - Bidder Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.
- 5.8. Form H - Bidder Qualifications, Representations and Warranties
 - 5.8.1. Bidder shall complete and submit Solicitation Form H. Bidder shall provide additional information as required.

The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed in Section 2.2. The Bidder shall make such facilities and equipment available for the City's inspection within eight business hours of the City's request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the City's request.
 - 5.8.2. The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.
 - 5.8.3. Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form H.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number: _____

Description:.....

Please note all that apply:

- Total Price for Complete Vehicle.....\$ _____
- Addenda Number(s) Received (if any) _____
- Original Forms A through H plus two (2) photocopies

Business Name: _____

Business Address: _____

Business Phone: (____) _____

Business Contact: _____

Supplier Comments: _____

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

C.1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C.3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation response package cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Contractor Questionnaire
6. Form F – Certificate of Ownership
7. Form G – Optional Bidder Information
8. Form H – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – Subcontractor’s List

C.4 That the Bidder’s bid is valid for 90 days.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form E – Contractor Questionnaire

Yes - No

- 1. Has the City of Prescott or other governmental entity incurred costs as a result of contested change order (s) from the undersigned company?
- 2. Has the City of Prescott or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
- 3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
- 4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
- 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
- 6. Has the undersigned company failed to perform or performed unsatisfactory of two or more contracts within a thirty-six month period.
- 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
- 8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty-six month period?
- 9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
- 10. Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
- 11. Has the undersigned company been convicted of state or federal antitrust statues within a ten-year period arising out of submission of bids or proposals?
- 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

If you answered “yes” to Items 1-6 or 8-12 or answered “no” to Item 7, please attach a full explanation to this questionnaire.

Company: _____

Address: _____

Name: _____ Title: _____
(please print) (please print)

Signature: _____ Date: _____

Form F – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ **day of** _____ **2009.**

Signature

Title

Form G – Bidder Optional Information

Bidder Name: _____

Bid Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Bid Form G.

Affirmative Efforts to Utilize WMBEs – The City encourages the utilization of woman-owned and minority-owned businesses and the participation of such businesses in City bidding opportunities. The City requests Bidder to designate whether it is a State certified woman or minority owned business (WMBE), or whether the Bidder desires to self-identify as owned by women or minorities.

WMBE Status:

Certification:

Women’s Business Enterprise
 Minority Business Enterprise
 Minority and Women’s Business Enterprise
 Disadvantaged Business Enterprise

WMBE Certification No. _____
DBE Certification No. _____

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Self-Identification: If Bidder is not WMBE or DBE Certified, please select one category of ownership that best describes the ownership of Bidder:

Is Bidder at least 51% owned by one or more women? Yes No

Is Bidder at least 51% minority owned? Yes No

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Form H – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

- H1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.

- H2 Subcontractors** – Bidder submits as Attachment 4 to this Bid Form A a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

- H3 References** – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

Reference #2
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- H4 Bidder’s Examination** - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2009.

Signature

Title