



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

Bid 10FOD0050  
Truck Mounted Attenuator

The City of Prescott is soliciting bids for the purchase of (1) Truck Mounted Attenuator. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, June 24, 2010, at the time and place indicated in Section 2.2.

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## 1.0 Solicitation Specifications

It is the intent of the City of Prescott to solicit bids for the purchase of a truck mounted attenuator. Please note that the specifications are for a 'Safe-Stop Trailer' solely for the purpose of indicating quality and capability. Alternate models shall be considered when accompanied by detailed specifications, adequately inclusive to enable comparison.

Scope: This specification describes a truck-mounted attenuator (TMA) system for 'mobile work zone' shadow vehicles and 'stationary work zone' barrier vehicles. The system provides impact protection during collisions into the rear of a truck in work zone operations. The system design dissipates the collision energy of standard passenger vehicles traveling at speeds up to 100 km/h (62mph).

## II. PRODUCT:

The SST TMA, when properly mounted, shall meet NCHRP (National Cooperative Highway Research Program) Report 350, Test Level 3 (TL-3) criteria.

The SST TMA equipped truck shall have a maximum skid distance of 8 m (25ft) when impacted at NCHRP Report 350 TL-3, test 3-51 impact conditions. The forward skid distance is dependent on the truck's weight, the truck's transmission being in second gear, and the parking brake set with the truck situated on clean, dry pavement.

The SST TMA can be used with any weight vehicle over 4500 kg (9,920 lbs). FHWA has acknowledged the infinite weight test and the use of the Safe-Stop 180 TMA with heavier support vehicles at the discretion of the contracting authority. The SST is a modified version of the Safe-Stop 180 TMA.

The SST TMA uses a hydraulic cylinder dampener system to minimize rotation during an offset impact, thus helping to minimize possible secondary accidents. This system will allow the trailer to act like a normal trailer when trailering and resist rotation when impacted.

The SST has the capabilities of being used with lighter shadow and barrier vehicles. The roll-ahead distance is affected by the total weight of the shadow or barrier vehicle plus the SST TMA weight.

### Shadow or Barrier Recommended Vehicle Weight

Recommended minimum vehicle weight – 4,500 Kg (9,920 lbs.)

Recommended maximum vehicle weight – No Limitation

## III. DESCRIPTION OF SYSTEM:

### A. General Assembly

The complete SST TMA shall be designed to make attachment or detachment from the truck simple and fast.

The major components (listed in III. B.) stay together when detached from the support vehicle.

The TMA frame shall be capable of collapsing when impacted by an errant vehicle. No portion of the TMA shall protrude forward under the truck damaging its vital elements during an impact.

The TMA shall not protrude over, into or under the truck. Further, the TMA shall not impede the line-of-site of an Arrowboard or Message board mounted on the truck, installed per MUTCD (Manual on Uniform Traffic Control Devices) guidelines at a height of 2135mm (7'- 0") to the bottom of board.

Following a design impact under NCHRP Report Test Level 3 conditions, the TMA shall remain less than 3650mm (12'-0") wide and retain its structure. This shall permit short distance transport off the road after impacts. The TMA shall be capable of being refurbished using simple hand tools and replacement parts. After design speed impacts, approximately 70% of the components and framework shall be reusable.

### B. Major Components:

The SST TMA™ shall consist of the following components:

1. Support Structure with Articulating Arms

2. Safe-Stop 180/SST Type A and Type B Cartridges

Note: Both of the cartridges shall be contained within the framework created by the arms.

3. Impact Frame

4. Cylinder Hitch Assembly (Trailer hitch with cylinder dampener system)

5. Intermediate Frame

6. Suspension, Axle, Wheels & Tires

### C. Lights & Visibility

The SST TMA shall have a trailer lighting assembly per FMVSS No. 108 "Lamps, Reflective Devices, and Associated Equipment." All components shall be appropriate for their intended purpose under any adoptions issued by the NHTSA, SAE and FMVSS. This is standard practice for electrical lighting. The SST TMA shall include brake lights, taillights, turn signals and an ICC bar light. Wires shall be routed in a protective, jacketed cable. The cable shall be routed and secured to the frames at 450 (18") maximum intervals. For repair or replacement, individual circuits shall be easily identified and accessible. Molded connectors shall be used where individual wires would otherwise be exposed to the elements. A standard, single, 7 pin trailer connector shall make the connection for all lights to the back of the truck. Conspicuity tape and reflectors shall be installed following the same established standards as the lighting.

D. Jack

One hand crank jack with swivel caster with a total rated load capacity of at least 544 kg (1200 lbs.) shall be supplied with the TMA to facilitate removing it from a truck for storage.

E. Striping

The surface of the Impact Frame facing oncoming traffic, shall display a black on yellow inverted "V" chevron pattern with 100mm (4 in.) wide color bands. The colors shall meet the value and tolerance limits established by MUTCD.

F. Welding

All welding shall be done by, or under the direction of, a certified welder. Metal-work shall be made in America.

G. Paint

All exposed steel surfaces on the TMA shall be painted black. Paint shall be applied after the proper preparation of all steel and aluminum components. The metal preparation shall include cleaning, degreasing and abrading the metal surface. Primer shall be used if not powder coated.

H. Hardware

The TMA shall be assembled with Commercial Quality bolts, nuts, and washers conforming to ANSI (American National Standard) specifications unless otherwise specified.

I. Hydraulic System

The hydraulic system shall consist of cylinders, hoses, tank and subcomponents. The hydraulic system allows the system to articulate like a normal trailer behind the support vehicle, but locks to prevent the trailer from rotating during off-set or angled impacts.

J. Break-Away System

A system designed to automatically lock the trailer brakes in the event of a hitch failure and the trailer breaks away from the tow vehicle.

**IV. WEIGHT AND DIMENSIONS:**

<b>Max Height From Ground</b>	<b>45"</b>
<b>Max Width</b>	<b>7'-9"</b>
<b>(Impact Face) Length</b>	<b>19'-3"</b>
<b>Weight</b>	<b>2650 lb.</b>
<b>Tongue weight:</b>	<b>427 lbs. included in total weight</b>
<b>Road Clearance: 9 ½"</b>	

**V. CRASH TEST CRITERIA:**

The SST TMA has successfully passed, both the required and optional tests that fall under the guidelines of NCHRP Report 350 Test Level 3 for truck mounted attenuators. NCHRP Report 350 specifications for Test Level 3 TMA impact conditions and results are as follows:

**NCHRP 350 Test 3-50** - Vehicles with a mass of 820 kg (1,808 lb.) impacting straight into the rear of the TMA at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less and the nominal occupant ridedown acceleration of 20 g's or less per NCHRP Report 350, Test 3-50 evaluation criteria. The front of the truck shall be restricted from forward movement by positioning it against a solid wall or concrete block for this test.

**NCHRP 350 Test 3-51** - Vehicles with a mass of 2000 kg (4,410 lb.), impacting straight into the rear of the TMA at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less, and the nominal occupant ridedown acceleration of 20 g's or less per NCHRP Report 350, Test 3-51 evaluation criteria.

**NCHRP 350 Test 3-52** - Vehicles with a mass of 2000 kg (4,410 lb.), impacting straight into the rear of the TMA with an offset of W/3 with respect to the TMA centerline at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less, and the nominal occupant ridedown acceleration of 20 g's or less per NCHRP Report 350, Test 3-52 evaluation criteria.

**NCHRP 350 Test 3-53** - Vehicles with a mass of 2000 kg (4,410 lb.) impacting at 10 degrees into the rear of the TMA at 100 km/h (62 mph), and an offset of W/4 at an angle of 10 degrees with respect to the TMA centerline, shall remain upright with the theoretical occupant impact velocity of 12 m/s (39 fps) or less and the occupant ridedown acceleration of 20 g's or less per NCHRP Report 350, optional Test 3-53 evaluation criteria.

**NCHRP 350 Test 3-51 Modified** - Vehicles with mass of 2000 kg. (4,410 lb.) impacting straight into the rear of the TMA at 100 km/h (62 mph), shall remain upright. The test is a modified test 3-51 with the truck restricted from movement by positioning it against a solid wall or concrete block to simulate a truck of very heavy or infinite weight. This test had a theoretical occupant impact velocity of 12 m/s (39 fps) or less and the occupant ride down acceleration of 20.7 g performance. The FHWA has acknowledged the Infinite weight test and the use of the SST with heavier support vehicles at the discretion of the contracting authority. During NCHRP test 3-52 and 3-53, notice the trailer did not swing laterally away from the alignment of the shadow vehicle to occupy more than 15% of the width of the adjacent traffic lane.

The SST TMA™ shall be designed and constructed so no solid debris is present from the system that can create a hazard on the roadway after an impact.

To minimize potential damage to the truck, no portion of the TMA's energy absorbing elements shall protrude forward damaging the vital elements of the truck's underframe during an impact.

Certified test results and associated test reports and films produced in compliance with NCHRP Report 350 procedures shall be submitted, upon request, showing that the TMA conforms to the performance criteria in this specification.

## **VI. DURABILITY TESTING:**

### **A. Nuisance Impact Test:**

The SST TMA shall be subjected to simulated nuisance impacts at 10 km/h (6 mph) minimum. The TMA shall be capable of withstanding these impacts without crushing any of the energy absorbing elements. The TMA shall retain all impact performance characteristics following these impacts.

### **B. Road Test:**

The SST TMA shall be subjected to accelerated durability testing that simulates actual in-service use. Differences between the tested TMA and production units shall be noted in the report. The road tests shall cover a minimum of 4000 km (2,500 miles) on actual roadways in normal traffic. The testing shall be performed on a variety of roadways with an emphasis on poorly maintained 2 lane roads having design speeds of 80-100 km/h (50-60 mph). The record of the actual testing conditions shall provide evidence of intent to expose the system to maximized, demanding, real-world conditions. Portions of the road testing shall be video taped from another vehicle to show the interaction of the truck and TMA combination to the roadway and typical intersection conditions. Still photos of the truck and TMA during the course of the testing shall be included. The system shall be installed on an unloaded (i.e. no ballast permitted), large, dump truck with a Gross Vehicle Weight (GVW) rating of at least 18,000 kg (40,000lb.). The truck shall feature a dual rear axle arrangement and a stiff suspension that is intended to subject the TMA to considerably more stress loading than typical field use would impart. The combination truck and TMA weight shall be recorded. A record of the TMA's travel position and odometer mileage as well as the general roadway conditions shall be required. The TMA shall be regularly inspected and a record kept of any changes in system appearance. Any items showing signs of damage or loosening shall be noted and addressed. Replacement parts are to be listed. Recommended design changes shall be noted in the report. The SST TMA™ system shall incorporate the modifications and shall retain performance characteristics conforming to NCHRP Report 350 and this specification.

### **C. Speed Bump Test:**

The SST TMA shall be subject to a speed bump test to determine durability of the TMA. It shall consist of mounting the TMA to a truck and running it over two 1 ½" speed bumps anchored 50 feet apart. The speed of the truck is determined by running over the bumps with the SST TMA. Start at 5 MPH and increase speed by 5 MPH up to 25 MPH.

The highest shock load is to be used for the tests. Drive the truck at this speed over the bumps 100 times. After every 20 times, check the TMA for damage and record. Any items showing signs of damage or loosening shall be noted and addressed. Replacement parts are to be listed. Recommended design changes shall be noted in the report. The SST TMA system shall incorporate the modifications and shall retain performance characteristics conforming to NCHRP Report 350 and this specification.

## **VII. ENVIRONMENTAL TESTING:**

The cartridges of the SST TMA are the same cartridges used on the Safe-Stop 180 TMA®. Therefore, they shall perform successfully under the same moisture, corrosion and vibration tests:

### **A. Moisture Test:**

1. The complete TMA cartridges shall be weighed prior to and after the moisture test, utilizing a certified scale. These TMA cartridge weights shall be a part of the test data submitted with the bid. The cartridges shall be placed in the normal horizontal operating position and subjected to precipitation equivalent to 150 mm (6 inches) of water per hour. Water shall be delivered from nozzles with spray cones mounted so that the required precipitation is evenly distributed over the entire area of the cartridge top, sides, and ends.
2. After a period of 24 hours, the cartridges shall be placed on their top sides and the same precipitation rate continued on the bottom side for 24 hours. The water shall be turned off, the cartridges returned to the normal operating position, and the cartridges will be allowed to drain for one hour before being weighed. The weight after the test shall be the same as the initial mass  $\pm 2.3$  kg (5 lb.). The cartridges will then be examined. The complete outer covering of the TMA cartridges shall be removed, the energy absorbing cells shall be examined and photographs of the energy absorbing cells shall be submitted with the moisture test data.
3. The cells shall be free of moisture and retain 100% of their energy absorbing qualities. The results of the examination of the energy absorbing cells for moisture retention shall be submitted upon request.
4. Attenuator cells showing excessive retention of moisture or any damage whatsoever will constitute failure of the device.

### **B. Corrosion Test:**

1. A sample of attenuator energy absorbing material shall be subjected to a salt spray (fog) test in accordance with ASTM B117-73, Method of Salt Spray (fog) Testing, for a period of 50 hours and consisting of two (2) periods. Each period shall consist of 24 hours exposure and one (1) hour drying time.
2. The sample of the structure shall consist of a section with a minimum dimension of 1050 cubic cm (4 cubic inches), and must include any adjacent bonding material. Photographs of the sample structure will be made prior to and after removal from the TMA cartridge assembly. Also, photographs will be made of this same sample prior to and after the corrosion test. All photographs listed above shall be submitted with the corrosion test results.
3. Immediately after the device has been subjected to the corrosion test, there shall be no evidence of corrosion that would affect the energy absorbing qualities of the sample.

### **C. Vibration Test:**

The standard TMA cartridge shall be subject to two 40 hour vibration tests. The vibration test fixture will be free of springs or dampeners, and shall have a vertical pivot point that is located  $3.53 \pm .23$  m ( $139 \pm 9$  inches) from the TMA cartridge and capable of inducing the required frequency and excursion into the attenuator through a mechanically positive system. Photos of the TMA cartridges mounted to the test fixture in the horizontal operating position for cartridges A and B, and cartridge B horizontal and cartridge A flipped 180° position must be submitted with the bid.

The frequency of the vibration will be 5 Hz to 8 Hz for a period of 40 hours in each test position (80 hours total). Excursion is to be  $15.25 \pm 1.25$ mm ( $.60 \pm .05$  inches), measured peak to peak vertically at the location where the attenuator is attached to the back support.

Measurements prior to, at 20 hours, and on completion of the vibration tests will be recorded with the TMA cartridge mounted in the normal operating position, and mounted with cartridge A in the 180° position. A variance of 13 mm (.50 inches) of any component dimension, damage to the energy absorbing cells that would

affect their performance, or damage to the back support, or exterior skin will constitute failure of the device. Extra tie-downs, dampeners, supports, etc. will not be allowed unless they are included in the production model. Vibration data forms and vibration test time log forms are to be used for recording the data required and shall be submitted with the bid. Certified TMA assembly weights shall be recorded prior to and after each vibration test and submitted.

a. Test No. 1: The TMA cartridges shall be mounted to the vibration apparatus in the normal horizontal operation position. The indicated measurements shall be recorded prior to, at 20 hours, and on completion of this vibration test and recorded on vibration data forms.

b. Test No. 2 The TMA cartridges shall be mounted to the vibration apparatus in an elevated position 180° to the horizontal. The indicated measurements shall be recorded prior to, at 20 hours, and on completion of this vibration test and recorded on vibration data forms.

## 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@prescott-az.gov

### 2.2 Schedule

#### 2.2.1. **Solicitation Advertisement**

Thursday, June 10, 2010

#### 2.2.2. **Bids Due (one (1) original and one (1) copy)**

Thursday, June 24, 2010 at 2:00 pm

Purchasing Manager  
201 S. Cortez St.  
Prescott, AZ 86302

#### 2.2.5. **Bid Opening**

Thursday, June 24, 2010 at 2:00 p.m.

City of Prescott  
City Council Chambers  
201 S. Cortez St.  
Prescott, AZ 86302

### 2.3 Addenda and Bid Tabulations

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Any such addenda will be posted on the City's website at [www.cityofprescott.net/business/bids](http://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. Bid tabulations will be posted on the website with the corresponding solicitation when they become available.

### 2.4 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.

2.5 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.

2.6 Delivery of Bids

Sealed bids (one (1) original and one (1) copy) 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:

Dawn M. Foster, Purchasing Manager  
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:

Dawn M. Foster, Purchasing Manager  
City of Prescott  
201 S. Cortez St.  
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) 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.

2.7 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.

2.8 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.

2.9 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.

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.

2.10 Rejection of Bids

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

2.11 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.

2.12 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.

2.12 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.

2.13 Bid Submittal

Bid (one (1) original and one (1) copy) 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. Bid Form B - Price Sheet
- 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. Multiple Awards: The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City.
- 3.2. 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.
- 3.3. Freight: Freight shall be prepaid and allowed.
- 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. 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.
  - 3.12. 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.
  - 3.13. 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.
  - 3.14. 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.
  - 3.15. 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.
  - 3.16. 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.
  - 3.17. 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:
    - 3.17.1. 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;
    - 3.17.2. 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
    - 3.17.3. 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.
  - 3.18. 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.

- 3.19. 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.
- 3.20. 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.
- 3.21. 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.
- 3.22. 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.
- 3.23. 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.
- 3.24. 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.
- 3.25. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.26. 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.
- 3.27. 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.
- 3.28. 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.
- 3.29. 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.
- 3.30. 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.
- 3.31. Termination:
  - 3.31.1. 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.
  - 3.31.2. 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.
  - 3.31.3. 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.
  - 3.31.4. 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.
- 3.32. 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.

3.33. 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: 10PFD0050

Description: Truck Mounted Attenuator

Please note all that apply:

- Form 'B' Total.....\$ \_\_\_\_\_
- Addenda Number(s) Received (if any)  
..... \_\_\_\_\_
- Original Forms A through H plus one (1) photocopy

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_

Business Contact: \_\_\_\_\_

Supplier Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Form B – Price Sheet**

<u>ITEM</u>	<u>TOTAL PRICE</u>
1. Truck-mounted Attenuator	\$ _____
<b>Freight, Prepaid &amp; Allowed, FOB Prescott</b>	<b>\$ _____</b>
<b>Sales Tax</b>	<b>\$ _____</b>
<b>GRAND TOTAL</b>	<b>\$ _____</b>

Delivery shall be \_\_\_\_\_ days upon receipt of order.

Payment Terms: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
**Title**

**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** \_\_\_\_\_ **2010.**

\_\_\_\_\_  
**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** \_\_\_\_\_ **2010.**

\_\_\_\_\_  
**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 \_\_\_\_\_ 2010.**

\_\_\_\_\_  
**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 \_\_\_\_\_ 2010.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**