



**Request for Proposal**

**For**

**Solid Waste Hauling Services**

**MAYOR AND COUNCIL:**

Phil Goode, Mayor  
Connie Cantelme, Council Member  
Lois Fruhwirth, Council Member  
Ted Gambogi, Council Member  
Brandon Montoya, Council Member  
Eric Moore, Council Member  
Cathey Rusing, Council Member

**CITY CLERK:**

Sarah Siep

## **Request for Proposals (RFP)**

### **Solid Waste Hauling Services**

DESCRIPTION: The City of Prescott Solid Waste Division is seeking qualified contractors to provide hauling services for solid waste and recyclables from the City's Sundog Transfer Station to solid waste disposal and recycling facilities. The successful supplier must demonstrate that they have sufficient capabilities and available resources to meet the service requirements and specifications of this solicitation. See the City Website for full details and information.

NON-MANDATORY PRE-BID CONFERENCE: January 12, 2024, at 9:00am, City of Prescott Solid Waste Admin Building.

BID OPENING: Thursday, February 1, 2024, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3<sup>rd</sup> floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: December 31, 2023, and January 7, 2024

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## **Solid Waste Hauling Services**

### **TABLE OF CONTENTS**

<b>I.</b>	<b>GENERAL INFORMATION.....</b>	<b>4</b>
	<b>A. DESCRIPTION OF WORK AND SCOPE .....</b>	<b>4</b>
	<b>B. NON-MANDATORY PRE-BID CONFERENCE .....</b>	<b>19</b>
	<b>C. REQUESTS FOR INFORMATION .....</b>	<b>20</b>
<b>II.</b>	<b>SUBMITTAL REQUIREMENTS.....</b>	<b>20</b>
	<b>A. PROPOSAL REQUIREMENTS .....</b>	<b>20</b>
	<b>B. INSTRUCTIONS FOR SUBMITTAL FORMS.....</b>	<b>20</b>
	<b>C. DISCLOSURE .....</b>	<b>21</b>
	<b>D. PROPRIETARY INFORMATION .....</b>	<b>22</b>
	<b>E. DELIVERY OF SUBMITTALS .....</b>	<b>22</b>
<b>III.</b>	<b>CONTRACT NEGOTIATION AND AWARD .....</b>	<b>23</b>
	<b>A. OVERVIEW .....</b>	<b>23</b>
	<b>B. AWARD OF CONTRACT .....</b>	<b>23</b>
	<b>C. BASIC INSURANCE REQUIREMENTS.....</b>	<b>23</b>
<b>IV.</b>	<b>TERM OF CONTRACT .....</b>	<b>26</b>
<b>V.</b>	<b>TERMINATION OF CONTRACT .....</b>	<b>26</b>
<b>VI.</b>	<b>PROTEST POLICY .....</b>	<b>26</b>
<b>VII.</b>	<b>STANDARD INFORMATION .....</b>	<b>26</b>
	<b>General Services Contract .....</b>	<b>31</b>
	<b>Form A – Solicitation Response Cover Sheet .....</b>	<b>40</b>
	<b>FORM B – PRICE SHEET .....</b>	<b>41</b>
	<b>FORM D – NON-COLLUSION CERTIFICATE .....</b>	<b>43</b>
	<b>FORM E – CERTIFICATE OF OWNERSHIP.....</b>	<b>44</b>
	<b>FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES .....</b>	<b>45</b>
	<b>FORM G – SUBCONTRACTORS LIST.....</b>	<b>47</b>

## **I. GENERAL INFORMATION**

The City of Prescott Solid Waste Division is seeking qualified contractors to provide hauling services for solid waste and recyclables from the City's Sundog Transfer Station to solid waste disposal and recycling facilities. The successful supplier must demonstrate that they have sufficient capabilities and available resources to meet the service requirements and specifications of this solicitation.

### **A. DESCRIPTION OF WORK AND SCOPE**

The Sundog Transfer Station, located at 2800 Sundog Road, Prescott, AZ 86301, was designed to receive, transfer, and sort up to 250 tons of solid waste daily. Tractor/trailer combinations ("Combinations") are loaded with solid waste or recyclables at the Transfer Station and hauled to the Destination Facilities as follows:

- Solid Waste-Gray Wolf Landfill, 23355 E. Hwy 169, Milepost 11, Dewey, AZ 86237
- Recyclables-North Gateway Transfer Station, 30205 N. Black Canyon Hwy, Phoenix, AZ 85085

The City is currently a party in an Intergovernmental Agreement (IGA) with the City of Phoenix to process recyclables at the North Gateway Transfer Station. If, at any time, this IGA is terminated with the City of Phoenix or the use of another facility is required, the City and the Contractor will, at that time, negotiate pricing for hauling to a new destination facility.

Additionally, over the course of the contract term the City plans to complete multiple Capital Improvement projects within the footprint of the facility that may or may not affect tonnage received at the Transfer Station.

The Contractor shall, except as may be otherwise provided herein, furnish all labor, materials, supplies, equipment, maintenance, and supervision necessary, useful, or required to perform the services. The contractor's obligation shall be hauling solid waste or recyclables from the Transfer Station to designated facilities, where it shall be unloaded as soon as possible. The City expects solid waste will be hauled within twenty-four (24) hours of being loaded (excluding Sunday's).

The City does not guarantee any minimum tonnage available for hauling.

The City anticipates only slight growth-related annual increases in tonnage hauled from the Transfer Station over the life of the contract. However, an increase or decrease in tonnage is possible. The City is developing landfill diversion goals and plans for its facilities and hopes to significantly increase diversion of materials away from the landfill.

The Solid Waste Division is continually working on strategic goals to increase diversion from the landfill from the current 20%.

#### A.1 HISTORICAL DATA

Monthly historical hauled tonnages are as follows:

<b>Trash</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Recycle</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Jan	4577.56	3644.43	5295.24	Jan	540.64	449.24	569.16
Feb	3837.98	4303.58	4980.20	Feb	404.38	483.95	413.51
Mar	5077.69	5054.74	5439.08	Mar	477.47	458.79	477.81
Apr	5,776.16	6,030.74	5,687.03	Apr	470.52	437.24	475.33
May	5,472.84	5,461.23	5,889.48	May	436.30	393.50	424.34
Jun	5,608.21	5,670.34	6,030.85	Jun	370.96	551.35	508.22
July	5,551.58	6,235.45	6,161.15	July	259.76	458.10	447.35
Aug	4,906.71	6,440.27	6,619.99	Aug	17.83	510.54	534.72
Sep	5,286.85	6,367.48	6,645.29	Sep	415.62	476.73	466.86
Oct	5,044.03	6,391.21	6,250.37	Oct	488.08	474.33	434.97
Nov	4,666.31	5,769.48	5,641.99	Nov	458.70	387.42	464.01
Dec	4,477.93	5,202.57	7,402.29	Dec	488.24	422.44	452.65
<b>Total</b>	<b>60,283.85</b>	<b>66,571.52</b>	<b>72,042.96</b>	<b>Total</b>	<b>4,828.50</b>	<b>5,503.63</b>	<b>5,668.93</b>

#### A.2 CONTRACTOR'S USE AREAS

The Contractor's personnel shall remain in designated Contractor use areas at all times and only those personnel engaged in service activities shall be in Contractor use areas. Further, the Contractor's personnel shall not interfere with the operations or other functions being performed or carried out at City Facilities, Source Facilities, or the Destination Facilities that are not under the direct purview of the Contractor as herein provided.

The City shall provide the following areas at the Transfer Station for use by the Contractor:

- Transfer Tunnel. The Contractor shall be provided with access to the Transfer Tunnel and ramps as required for the Contractor's use while the City loads the Contractor's Transfer Trailers. The City will clean the Transfer Tunnel as necessary or as requested to prevent excessive amounts of Material from accumulating. However, the City will not be responsible for any tire damage caused as a result of materials in the Transfer Tunnel or for any other reason.
- Trailer Storage/ Tarping Station. The Contract shall be provided an area determined by the City that will store loaded and empty transfer trailers while not in use. This area will also house the Contractors tarping station.
- Inbound / Outbound Scales. The Contractor will weigh each load leaving the Transfer Station, and weigh each load upon arriving at, and upon departing,

destination facilities. The contractor will be required to provide transport receipts to the City, if requested.

- Employee Parking Lot. An area for the Contractors employees to park their personal vehicles while conducting hauling operations.

### **A.3 MEETINGS AND COMMUNICATIONS**

In order to reduce potential problems and to provide a forum for discussing and resolving any operational questions or issues that may arise, the Parties shall meet on a regular basis and shall adopt certain communication procedures as follows:

The Contractor and the City shall each designate a person (the “Service Coordinator”) for the purpose of overseeing the Services and coordinating communication between the City and the Contractor. Either Party may change its designated Service Coordinator by notifying the other Party, in writing, of the change. To the maximum extent possible, communication between the City and the Contractor concerning the Contract shall be directed through the Service Coordinators. The Service Coordinator shall have the authority, on behalf of the Party represented, to discuss and resolve service-related matters such as operational problems, customer complaints, and public relations.

After the Commencement Date, project meetings shall be held between the Service Coordinators on an as-needed basis unless otherwise agreed, or at the City’s request. The primary purpose of such meetings shall be to evaluate progress or problems, to air and seek resolution of complaints and other issues as the Parties deem appropriate.

The Contractor shall have a responsible person in charge and on-site during and after facility operating hours with the authority to make decisions relevant to Services. The Contractor shall at all times have representatives available who are responsible for responding to emergency situations. The names and phone numbers of emergency representatives shall be given to the City ten (10) days prior to the Commencement Date and shall be updated as soon as any changes are made.

### **A.4 LOADING OF EQUIPMENT**

The City shall load the Contractor’s Transfer Trailers. Trailers loaded at the Transfer Station hopper will be tamped for load distribution and compaction. The City will make reasonable efforts to maximize each load based either on weight or Transfer Trailer volume but may fluctuate due to materials being loaded. The Contractor’s Transfer Trailers will be loaded at the Transfer Tunnel and other areas identified by the City as needed. The City may designate other (temporary or permanent) loading locations at the Transfer Station, contingent upon changes to existing operations. The Contractor shall be responsible for legal weight limits and height restrictions.

The Contractor shall provide and maintain sufficient equipment of adequate design and capacity to load, transport, and unload the materials in a timely fashion. The Contractor shall determine the specific types and numbers of equipment to be used so that there are

empty Transfer Trailers available at the Transfer Station to receive Materials during operating hours. The Contractor shall ensure that equipment presents a neat, sanitary appearance, and that all materials are completely contained within the vehicle body.

The Contractor, upon receipt of notification verbally or by phone that the transfer trailer is loaded and ready to be hauled, will position a new transfer trailer for loading in the transfer tunnel within 20 minutes. If a trailer is not positioned for loading within 20 minutes on more than 10 occasions throughout the monthly bill cycle, the Contractor will be subject to a three percent (3%) reduction in the monthly billing. If a new transfer trailer takes longer than 45 minutes to be positioned to be loaded the contractor will be subject to a \$500.00 reduction in the monthly billing cycle per occurrence.

The Contractor shall ensure it provides appropriate staffing and equipment to receive materials at any source facility as needed during operating hours.

#### **A.5 SOLID WASTE / RECYCLABLES / WOODCHIPS**

Solid waste shall be hauled by the Contractor to the Gray Wolf Landfill or to any other destination facility as directed. All hauling activities shall comply with the hauling hours specified in this solicitation and the operating hours of the Transfer Station or other destination facility. The Contractor shall comply with the rules of the destination facility and unload the materials in a location as directed by personnel at the destination facility. The Contractor shall at no time hold waste in their transfer trailers in excess of 24 hours (excluding Sunday's).

Recyclables shall be hauled by the Contractor to the North Gateway Transfer Station or to any other destination facility as directed. All hauling activities shall comply with the hauling hours specified in this solicitation and the operating hours of the Transfer Station or other destination facility. The Contractor shall comply with the rules of the destination facility and unload the materials in a location as directed by personnel at the destination facility. The Contractor shall at no time hold waste in their transfer trailers in excess of 24 hours (excluding Sunday's).

The Solid Waste Division grinds brush and wood waste dropped off at the Transfer Station. This material once processed is then offered to the community and no cost. At times the Division has excess material on hand and needs to haul this processed material offsite. The Gray Wolf Landfill will accept this material at no cost to the City for erosion control at their site. The City will work with the Contractor to haul this material when excess material is on hand. The Contractor shall comply with the rules of the destination facility and unload the materials in a location as directed by personnel at the destination facility.

#### **A.6 HAULING TO DESTINATION FACILITIES**

The Contractor shall only haul from the Source Facility to destination facilities. The City may request, at its discretion, other landfill sites or destinations.

If the Contractor hauls non-City solid waste to destination facilities without prior notice and does not pay the applicable tip fee, the Contractor will be assessed liquidated damages in the amount of five thousand dollars (\$5,000.00) per load. The City may deem such act as a breach of the Contract. In addition, if the Contractor disposes of City solid waste at any other landfill not designated in the Contract, the Contractor will be assessed liquidated damages in the amount of five thousand dollars (\$5,000.00) per load. The City may deem such act as a breach of the Contract.

#### **A.7 EXCESS SOLID WASTE ON TIPPING FLOOR**

The City strives to keep the tipping floor clear of debris as a standard business practice. No solid waste shall be left on the Transfer Station floor after operating hours. In the event excess amounts of solid waste remain on the tipping floor and no available storage in transfer trailers there will be a 1% reduction in the monthly billing cycle per occurrence, overloading transfer trailers at the end of day will not suffice as a solution or alleviate the 1% reduction.

#### **A.8 USE OF TRANSFER TUNNEL**

The Contractor shall be responsible for moving empty transfer trailers into the Transfer Tunnel in alignment with the hopper. The Contractor shall also be responsible for moving full transfer trailers from the Transfer Tunnel immediately after each Transfer Trailer is loaded. Refer to A.4

#### **A.9 SECURING OF LOADS AND CLEAN UP OF SPILLAGE**

Immediately after loading is complete, the Contractor shall secure or cover the transfer trailers to prevent littering at the City Facilities and during materials transit to destination facilities. The Contractor will be responsible to construct a tarping station at the Transfer Station, the location of which to be agreed upon between the City and the Contractor. The City shall not be liable to the contractor for any damages or injuries arising out of the use of a tarping station. No tarping station will be provided by the City. The Contractor will indemnify, defend, and hold harmless the City for any and all damages arising out of such construction and operation to fullest extent of the law.

The Contractor shall be responsible for immediate cleanup of any dumped or spilled materials that occur during the course of hauling regardless of whether the materials are dumped or spilled due to fault of the Contractor and shall return the area to the condition it was in prior to the dumping or spilling of materials.

The Contractor will be assessed Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each occurrence that the Contractor hauls materials without adequately covering Transfer Trailers to prevent spillage of materials, for each occurrence that the Contractor fails to immediately clean up dumped or spilled materials, and for each complaint received from the



public. For the purposes of this section, adequate cover means the appropriate securing of tarps that are in good condition and free of holes or gaps, which the City may inspect on a regular basis and provide reports to the Contractor.

#### **A.10 LOADING HOURS AT SUNDOG TRANSFER STATION**

The general loading hours for the Transfer Station are from 7:00 a.m. through 3:00 p.m., Monday through Saturday. The facility and scales are currently closed on Sundays. The scale hours and designated City holidays are subject to change based on a seven (7) day written notice to the Contractor from the City. The Transfer Station observes the following legal holidays: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. With plans to observe all federal holidays by the end of 2024.

- Gray Wolf Landfill hours are Monday through Friday, 7:00 a.m. through 4:00 p.m., and Saturday from 8:00 a.m. - 12:00 p.m.
- North Gateway Transfer Station hours are Monday through Friday, 5:30 a.m. through 5:00 p.m. and Saturday from 6:00 a.m.-3:00 p.m.

#### **A.11 OPERATION OF SCALES AND SCALE OUTAGES**

The City has existing scales that are located at the Transfer Station and are operated by the City for the primary purpose of weighing incoming and outgoing loads. The City shall use its best efforts to ensure that the scales are accurate in accordance with State requirements and operational during the hours of operation specified.

The Contractor shall obtain tare weights for each tractor and each transfer trailer utilizing the City's scales. Tare weights shall be obtained at least three (3) days prior to the commencement date, and tare weights of all tractors and transfer trailers shall be verified by the Contractor at a frequency determined by the City but shall not be more frequent than quarterly. The City reserves the right to spot check tare weights on any equipment as it deems necessary.

Prior to leaving a source facility and upon arriving at destination facilities, the Contractor shall cause every load to be weighed and a transaction processed.

In the event the City's scales become temporarily inoperable due to testing, maintenance, or malfunction, the City shall estimate the weight of loads leaving a source facility on the basis of truck volume and historical data obtained from the past operation or off Tunnel scale. The weigh tickets for estimated weights shall delineate estimated weights from actual weights. These estimates shall serve as official records for the duration of the scale outage.

#### **A.12 EQUIPMENT OPERATION COMPLIANCE**

The Contractor shall not haul loads exceeding legal weight and height restrictions. The Contractor shall be responsible for determining the weight and height of each load hauled prior to leaving the source facility. If a load is overweight or not properly distributed, the

Contractor shall notify the City and arrange for the immediate removal or adjustment of materials so that all weight and height restrictions are met prior to departure from the source facility.

#### **A.13 UNLOADING AT DESTINATION FACILITIES**

- a. The Contractor shall be required to weigh-in upon arrival at a destination facility and weigh-out upon departing a destination facility.
- b. After entry into the facility, the destination facility personnel will instruct the Contractor where and when loads are to be unloaded.

#### **A.14 FUELING**

The Contractor shall be responsible for procuring fuel and for fueling its equipment used in performing the services. Stationary or off-road equipment that remains on City property may be fueled on City property. No permanent or stationary fuel dispensing tanks will be allowed on City property. The Contractor shall discuss procedures for fuel acquisition, the fueling operation, and Spill Prevention Control and Counter Measures (SPCC) in the Operations Plan.

#### **A.15 CONTRACTOR COMPLIANCE WITH LEGAL REQUIREMENTS**

The contractor shall comply with all laws, rules, and regulations for travel on all roads over which it travels in the performance of the services.

All tractors and transfer trailers shall be properly registered, licensed, and permitted by the State of Arizona and Maricopa County and Yavapai County. The Contractor shall pay all taxes and fees for the operation of the equipment.

#### **A.16 OPERATIONS PLAN**

The Contractor shall submit an operations plan with their proposal for review and approval by the City. The City may request a revised operations plan be submitted for acceptance by the City within 30 days of a request by the City.

At a minimum, the operations plan should specifically address how the Contractor proposes to manage their operations to provide outstanding service at competitive costs as defined under the scope of this solicitation. The operations plan shall identify the risks involved in providing the services and the specific actions the Proposer will implement to mitigate these risks as deemed necessary to meet the service requirements. The plan shall identify the proposed fleet size dedicated to City operations, staffing and employee hours. The operations plan shall include a contingency plan for performing the services under this Contract in the event that Contractor's equipment becomes temporarily or permanently inoperable. The plan will also include a section addressing on-site fueling and spill prevention, control, and counter measures (SPCC) and procedures for resolving hot load occurrences.

Within 30 days of award of a contract, the following plans shall be submitted: safety plans, training plans, staff retention plans, equipment preventive maintenance plans,

equipment purchase and replacement plans, basic operating activities, rent plans, and equipment inventory details.

Should the Contractor desire to make any changes in the operations plan, the Contractor shall submit a request in writing to the City no less than two (2) weeks prior to the requested effective date for such revisions. Such request shall fully explain the revision and the reasons for the request. The City shall accept or decline the request within two (2) weeks of receipt.

#### **A.17 ROUTING FROM SOURCE FACILITIES TO DESTINATION FACILITIES**

The Contractor agrees to comply with the primary routes as provided in the operations plan agreed to by the City.

Under no circumstances shall the Contractor use the private mining road east of the NGTS facility.

If the Contractor, for any reason, desires to change any previously approved designated route, the Contractor shall submit such request in writing.

In the case of an emergency road closure that affects the Contractor's use of any approved designated route, the Contractor shall use an appropriate alternate route and shall immediately notify the City of the situation upon arrival at a City facility.

The Contractor shall only haul from the source facilities to the destination facilities while performing the services. The City may designate other temporary or permanent source and destination facilities at its discretion, depending on changes to its existing operations.

The Contractor shall operate in a manner to minimize the number of loaded trucks that are stored overnight.

#### **A.18 DESTINATION FACILITIES**

The primary destination facilities will be GWL and NGTS. Solid waste will primarily be hauled to GWL, and recyclables will primarily be hauled to NGTS. The City, however, may need to utilize another destination facility.

#### **A.19 EQUIPMENT**

The Contractor's equipment shall accommodate existing loading appurtenances at the City facility, specifically the transfer tunnel, scales, and hopper.

All Contractor equipment used to perform the services shall be kept by the Contractor in a neat and clean appearance at all times. The Contractor shall clean out all transfer trailers each time they are unloaded before leaving a facility.

- **Equipment Furnished by Contractor**
  - a. Tractors shall be of sufficient power to pull any loaded transfer trailer on public thoroughfares, up tunnel ramps and on uneven landfill surfaces. The Contractor shall provide equipment that securely covers loads during transit.

Cover equipment shall prevent litter from blowing out of transfer trailers during transit and while at the City Facility.

- b. The Contractor shall either own or lease equipment. Any equipment leased shall provide language that specifies that in the event of a default by the Contractor, the City has the right to retain the equipment at the lease rate charged the Contractor under any such leases.
- c. All vehicles and equipment are expected to be roadworthy, have annual DOT compliance inspections and not be a poor representation of the City nor the Contractor.

- **Combination Limitations**

Combination equipment shall meet (at a minimum, where applicable) the following requirements.

- a. Meet the maximum legal vehicle weight capacity, when loaded, of eighty thousand (80,000) pounds per Bridge Gross Weight Formula.
- b. Fit in the Transfer Tunnel, beneath the hopper while aligning properly on tunnel scale platforms.
- d. Fit on the inbound and outbound scales at the Transfer Station and destinations.

- **Transfer Trailer Height Limitations**

Transfer trailers shall not exceed a maximum of thirteen (13) feet six (6) inches in height, nor be less than a minimum of thirteen (13) feet in height, in order to ensure proper spacing between the transfer trailer and the hopper.

- **Contractor Equipment Maintenance**

The Contractor shall be responsible for the repairs and routine maintenance of all its equipment used to perform services. Routine maintenance shall not be performed on City property except to stationery or off-road equipment which may be repaired on City property as designated and approved by the City. However, the Contractor may perform the following services on equipment at the City facilities: 1) tire repair; and 2) topping off fluids or lubricants necessary for safe and efficient operation of equipment. Any spills or residue shall immediately be removed to ensure the area is clean and left in the condition that it was in prior to the incident.

- **Equipment Identification**

- a. The City shall provide an equipment number for each Contractor transfer trailer and each tractor. The assigned equipment number shall be permanently indicated and conspicuously displayed on the exterior of the transfer trailer and

tractors. These identification numbers shall be used by the Contractor in preparation of monthly invoices and reports.

- b. The Contractor-provided tractors shall display the Contractor's company name and any other information as prescribed by federal, state, local or other regulations as required.

- **Damages**

- a. **Risk of Loss**

The Contractor shall be responsible for the Contractor's equipment and shall bear the risk of loss due to theft, vandalism, fire, or any other casualty. The Contractor shall be fully responsible for damage to the Contractor's equipment and shall repair or replace equipment at the Contractor's expense.

- b. **Damages Caused by Contractor**

The City shall not be liable for any damage caused to the Contractor's transfer trailers except for chargeable damages. The Contractor shall notify the City of any chargeable damage caused by the City to the Contractor's trailers immediately after damage occurs. The Contractor's damaged equipment shall remain on site for inspection by City staff to confirm the damage. Any such claim shall not be considered if the claim is not immediately reported and confirmed by City staff. The Contractor shall follow up with written notification to the City of the incident and all supporting documentation within forty-eight (48) hours from occurrence of the incident. Upon notification, the City may perform further investigation and collect required documentation as it deems necessary to assess the claim.

- c. **Damage by Fire**

In the event City facilities are damaged or destroyed by fire or other casualty to the extent it would materially adversely affect the Contractor's or the City's performance hereunder, then the City shall rebuild or repair the damage as soon as practicable. However, if the fire or other casualty occurs during the last year of the initial term, or at any time during any extended term of the Contract, then the City may at its sole discretion rebuild or repair the City's facilities. During repair or rebuilding, the Contractor shall be paid in accordance with the payment provisions of this Contract but only to the extent that the Contractor conducts hauling operations during any rebuild or repair period.

## **A.20 PERSONNEL AND CONDUCT**

- a. All drivers of the tractors, the service coordinator, and the managing representative shall be employed by the Contractor.
- b. The Contractor shall ensure the dedication and involvement of Contractor personnel as necessary for the performance of the services in an acceptable manner and at a satisfactory

rate of progress to meet the obligations of this contract. All Contractor employees shall be qualified and skilled in their respective trades.

- c. The Contractor's employees shall conduct themselves in a professional manner and shall present a clean and neat appearance at all times while performing their duties.
- d. The Contractor's employees, officers, and agents shall, at no time, identify themselves or in any way represent themselves as employees of the City.
- e. The Contractor shall comply with all OSHA requirements with regard to personal protective equipment (PPE) or any other requirements applicable to carrying out the duties under the scope of work. The Contractor shall require its employees to wear applicable PPE at all source and destination facilities. Further, the Contractor will ensure that employees have the appropriate harness, tying-off equipment, and any other required equipment to safely operate its tarping station.
- f. The Contractor shall ensure that no employee consumes alcohol or drugs, or is under the influence of alcohol or drugs, while performing the services. The Contractor shall ensure that no employee brings alcohol, drugs, or firearms onto any City facility.
- g. The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

#### **A.21 SAFETY, TRAINING, AND DAMAGE PROTECTION**

- a. The Contractor shall be responsible for ensuring that employees operating Contractor's tractors possess and carry at all times a valid commercial driver's license and a current U.S. Department of Transportation medical examiner's certificate.
- b. The Contractor's tractors shall always carry and maintain fire extinguishers.
- c. The Contractor shall be responsible for resolving Hot Load occurrences when hauling materials. The City shall not be responsible for providing any cleanup required as a result of a Hot Load, or any costs that result.
- d. The contractor shall train and supervise its personnel to properly haul materials and to properly handle Hot Loads, material spillage, and other foreseeable emergency situations.
- e. If requested by the City, the Training and Safety Plan shall be reviewed by the Contractor and shall be revised as necessary by the Contractor subject to acceptance by the City.
- f. The Contractor shall maintain records documenting the training received by each employee and made available to the City when requested.
- g. At the City's request, the Contractor shall meet with the City's representatives to discuss operating and safety rules and regulations.

- h. The Contractor shall be responsible for providing and maintaining a tarping station on site. This station will allow the contractors employees to clean the tops of transfer trailers prior to being hauled, inspect the load for safe hauling, complete repairs, and tarp loads.

#### **A.22 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall perform the services in a manner that will minimize complaints from the public and cause the least inconvenience or annoyance to the general public and property owners. Whenever the Contractor's operations create a condition hazardous to traffic or the public, the Contractor shall follow such proper procedures necessary to prevent accidents or damage or injury to the public. The Contractor shall respond to all complaints from the public related to the contractors' operations within 48 hours. The Contractor shall resolve all complaints in a timely manner to the satisfaction of the City. The Contractor shall provide the City a written record of the compliant resolution for all complaints forwarded to the Contactor by the City. Should the Contractor fail to resolve the complaint in a timely manner to the satisfaction of the City, then the City may resolve the complaint and bill the Contractor for expenses incurred by the City.

#### **A.23 INSPECTIONS**

- a. The City shall have the right, but not the obligation, to inspect tractors and transfer trailers for hauling or unloading operations for safety violations and proper maintenance. The City may require corrective action before equipment can be used in hauling operations. The inspection or failure to inspect shall not result in any liability to the City.
- b. The Contractor shall ensure that all Contractor's employees perform all inspections necessary to fully satisfy Commercial Driver's License pre-check and post-check requirements for tractors and transfer trailers.

#### **A.24 ACCIDENT REPORTING REQUIREMENTS**

- a. The Contractor shall verbally notify the City immediately if: 1) any serious accidents or spillage of Material occurs in the performance of the services; or 2) and any accident involving Contractor's personnel or equipment or the City's personnel or property.
- b. The Contractor must provide the most recent twenty-four (24) months of accident history report, upon contract commencement.

#### **A.25 RECONCILIATION REPORTS**

Monthly invoicing reports shall be provided by the Contractor to the City and shall constitute official reporting for reconciliation purposes. The Contractor shall maintain, and supply as requested the following information:

- The number of loads and weights of solid waste transferred from the Transfer Station to GWL.

- The number of loads and weights of recyclables transferred from the Transfer Station to the NGTS.
- The number of loads and weights of woodchips transferred from the Transfer Station to GWL.

#### **A.26 BUDGET CONTROLS**

- a. The Contractor shall maintain fiscal accounting processes and budgetary controls to ensure the responsible use and management of contract funds and accurate invoicing.
- b. The Contractor shall ensure costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the City.

#### **A.27 OBSERVATION AND INSPECTION**

- a. The City, its representatives, and invitees shall have the right to always observe and inspect operations, provided it is conducted in such a manner to minimize interference with the Contractor's performance and operations. The inspector may review operating records for the current and previous contract years and may consist of an inspection of the physical areas of operations and equipment with emphasis on safety and hazard mitigation.
- b. The City may at any time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Contract.
- c. The City's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon the City.

#### **A.28 COMPENSATION**

- **Basis and Method of Payment**
  - The Contractor shall submit invoices monthly in arrears in a form acceptable to the City. The City shall pay the Contractor within thirty (30) days after the 10<sup>th</sup> of the month with an accurate and correct invoice. The City's scale house transaction data will be used to resolve any discrepancies in load information.
  - The Contractor shall submit invoices based on the current approved ton price and fuel price. The invoices shall include as separate items the ton price for other hauling of materials, if any. The amounts should be rounded to the nearest tenth.



- The City requires that all invoices be submitted electronically with these items detailed; date, material, type, tonnage and corresponding ticket numbers (City and destination) in excel format.
  - The City may deduct any liquidated damages previously communicated to the Contractor in writing that are contractually due to the City from the payment due to the Contractor. Any such deduction shall not prohibit the City from seeking any other damages or declaring an event of default.
- **Price and Annual Adjustments:**  
 All prices submitted shall be firm and fixed for the first year of the contract period. Thereafter, ton price adjustments will be considered annually based upon the Consumer Price Index as discussed in Adjusted Ton Prices, and fuel price adjustments will be considered semi-annually annually based upon the Consumer Price Index as discussed in Adjusted Fuel Prices. Requested adjustments shall be submitted in writing with thirty (60) days advance notice. Requests shall be accompanied by the written documentation from the Contractor and contain the market data from the Consumer Price Index (CPI), confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the Contract and Purchasing Division. Price increases agreed to by any member of staff other than the Contract and Purchasing Division are invalid. The contractor acknowledges and agrees that it will repay all monies paid for the requested price increase unless the price increase was specifically approved in writing by an amendment to the contract.

#### **Adjusted Ton Prices**

The Ton Price shall be adjusted on an annual basis for inflation. The adjustment shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Any increase in prices will be referred to herein as the “Adjusted Ton Prices.” For purposes of this Contract, CPI is defined as the Western Region Consumer Price Index for Statistics (BLS), United States Department of Labor.

- Adjusted Ton Prices will be effective for the subsequent contract year; the change in CPI will be calculated based on the change in the CPI for the previous contract year. Adjustments shall be calculated for each subsequent anniversary of the commencement date by the Contractor and verified by the City. The Contractor must submit this calculation 60 days prior to the adjustment.

- Method of Calculation: The City and the Contractor shall jointly compute the Adjusted Ton Prices. The following example illustrates calculation of the change factor for a twelve-month period ending in November 2023.  
CPI less energy (Series CUUR0400SA0LE):

November 2023	275.724
Less CPI November 2022 (prior year)	274.724
Change in CPI	1.0
Divided by previous CPI less energy	0.13056 (3.6/275.724)
Multiply by 100 = percent change	1.31% (rounded to nearest.01%)

- The Ton Price would then be multiplied by 1.31% to calculate the adjustment which will be added to the price. These CPI adjustments may go up or down.
- In the event that the BLS ceases publication of the specified CPI, the City and the Contractor shall determine an agreeable inflation index for the remainder of the contract.

### Adjusted Fuel Prices

The Fuel Price can be adjusted semi-annually. The adjustment shall be limited to the percentage of change in the Consumer Price Index (CPI) Average Price Data for Automotive Diesel Fuel, for the previous six months. Any increase in prices will be referred to herein as the “Adjusted Fuel Prices.”

- The Adjusted Fuel Price will be effective for the six months subsequent to the bid start date; the change in CIP will be calculated based on the change in the CPI for the previous six months and an adjusted fuel price will be calculated. The adjustments shall be calculated each subsequent six months after the commencement date by the Contractor and verified by the City. The Contractor must submit the calculation by the first Wednesday of the month following the change date.
- Method of Calculation: The City and the Contractor shall jointly compute the Adjusted Fuel Prices. The following example illustrates calculation of the change factor for a six-month period ending in November 2023.  
CPI less energy (Series APU040074717):

November 2023	5.100
Less CPI May 2023 (6 months)	4.732
Change in CPI	.368 (5.100-4.732)
Divided by previous CPI less energy	7.2156 (.368/5.100)
Multiply by 100 = percent change	7.22% (rounded to nearest.01%)

- The Fuel Price would then be multiplied by 7.22% to calculate the adjustment which will be added to the price. These CPI adjustments may go up or down.

- In the event that the BLS ceases publication of the specified CPI, the City and the Contractor shall determine an agreeable inflation index for the remainder of the contract.
- **Invoicing**
  - Invoices must include the following information prior to payment:
    - City contract agreement number.
    - Description of services.
    - Quantity hauled.
    - Unit price extended and totaled.
    - Applicable tax and fees are itemized separately.
    - Invoice number, date of services and invoice date.
    - Payment terms.
    - FOB terms
    - The City requires that all invoices be submitted electronically.
    - The detailed excel spreadsheet needs to have:
      - Invoicing date
      - Type of material,
      - Tonnage
      - Corresponding ticket numbers (City and destination)

**B. NON-MANDATORY PRE-BID CONFERENCE**

Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. The minutes of this pre-bid conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The mandatory pre-bid conference will be held on January 12, 2024, at 9:00am at this location:

**City of Prescott  
Solid Waste Transfer Station  
2800 Sundog Ranch Road  
Prescott AZ 86301**

### C. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

**LaTona Jones**  
**Contract and Purchasing Administrator**  
[latona.jones@prescott-az.gov](mailto:latona.jones@prescott-az.gov)

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, January 23, 2024**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, January 29, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

## II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

### A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as one (1) original **with one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List **\*\*if applicable\*\***

### B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**  
Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- **Form B – Price sheet**

The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Non-Collusion Certificate**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E 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.

- **Form F – Bidder Qualifications, Representations and Warranties**

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 fulfil 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 an 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.

The Bidder shall provide two (2) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

## **C. DISCLOSURE**

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might impact on this contract.

#### **D. PROPRIETARY INFORMATION**

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

#### **E. DELIVERY OF SUBMITTALS**

Sealed proposals will be received **before 2:00 PM on Thursday, February 1, 2024**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:  
Solid Waste Hauling Services  
Due before 2:00 PM on February 1, 2024**

### **III. CONTRACT NEGOTIATION AND AWARD**

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

#### **A. OVERVIEW**

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

#### **B. AWARD OF CONTRACT**

The selected company/firm will be required to execute and meet the terms of the City's standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

#### **C. BASIC INSURANCE REQUIREMENTS**

Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. The contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by

the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott AZ 86301**

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov) AND [contracts@prescott-az.gov](mailto:contracts@prescott-az.gov) . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.



Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

- | Workers' Compensation       | Statutory    |
|-----------------------------|--------------|
| Employer's Liability        |              |
| • Each Accident -           | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit -  | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

#### **IV. TERM OF CONTRACT**

The contract resulting from this Request shall commence on April 1, 2024, and extend for an initial period of three (3) years. The contract may be extended for an additional two (2) one (1) year periods up to a total of five (5) years, with the mutual consent of the City of Prescott and the Contractor. The terms of the contract may be subject to a possible increase based on current consumer market pricing. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew shall be made at least one (2) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

#### **V. TERMINATION OF CONTRACT**

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

#### **VI. PROTEST POLICY**

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. 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 successful firms. 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 proposer.

#### **VII. STANDARD INFORMATION**

- A.** 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 the delay justify such an extension in the opinion of the Director.

- B.** 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 any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** 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. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**K. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

**L.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

**M. Contractor Immigration Warranty (if applicable)**

Contractor understands and acknowledges the applicability to it of the American 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 Subcontractors 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 subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification 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 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.

**N.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

**O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

**P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

**R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



## **General Services Contract**

### **Solid Waste Hauling Services**

**Contract Number: 20\*\*-\*\*\***

THIS AGREEMENT made and entered into this \*\* day of \*\*, 2024, by and between \*\* of the City of \*\* (Contractor City), County of \*\* (Contractor County), State of \*\* (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

**ARTICLE I – SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Solid Waste Hauling Services in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Director, or her/his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Director / purchasing division or her/his properly authorized agents, as provided herein.

**ARTICLE II – CONTRACT DOCUMENTS:** The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of \*\* (Date of Council Meeting approved), Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

**ARTICLE III – TIME OF COMPLETION:** The contract resulting from this Request shall commence on April 1, 2024, and extend for an initial period of one (1) year. The contract resulting from this Request shall commence on April 1, 2024, and extend for an initial period of three (3) years. The contract may be extended for an additional two (2) one (1) year periods up to a total of five (5) years, with the mutual consent of the City of Prescott and the Contractor. The terms of the contract may be subject to a possible increase based on current consumer market pricing. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew shall be made at least one (2) month prior to normal contract expiration. If renewal results in

changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

**ARTICLE IV – COMPENSATION:** Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of \*\* (Written amount) dollars and no cents (\*\* \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

**ARTICLE V – CONFLICT OF INTEREST:** Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

**ARTICLE VI – AMBIGUITY:** This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

**ARTICLE VII – NONDISCRIMINATION:** The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

**ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct



himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

**ARTICLE IX – CITY FEES:** Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

**ARTICLE X – OTHER WORK IN PROJECT AREA:** The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

**ARTICLE XI – RIGHT TO ASSURANCE:** If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

**ARTICLE XII – TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

## ARTICLE XII – MISCELLANEOUS

- A. 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. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott  
201 N Montezuma Street  
Prescott, AZ 86301  
[contracts@prescott-az.gov](mailto:contracts@prescott-az.gov)

\*\*  
\*\*  
\*\*  
\*\*

- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to [fandboperations@prescott-az.gov](mailto:fandboperations@prescott-az.gov).
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- J. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents,

representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. **INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott AZ 86301**

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov) AND [fandboperations@prescott-az.gov](mailto:fandboperations@prescott-az.gov). The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- |  |              |                 |
|--|--------------|-----------------|
| • General Aggregate                                | \$ 2,000,000 |                 |
| • Products – Completed Operations Aggregate        | \$ 1,000,000 | (if applicable) |
| • Personal and Advertising Injury                  | \$ 1,000,000 | (if applicable) |
| • Each Occurrence                                  | \$ 1,000,000 |                 |
| • Fire Legal Liability (Damage to Rented Premises) | \$ 100,000   | (if applicable) |

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- |                               |              |
|-------------------------------|--------------|
| • Combined Single Limit (CSL) | \$ 1,000,000 |
|-------------------------------|--------------|

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

Worker's Compensation and Employer's Liability:

Workers' Compensation  
Employer's Liability

Statutory

- Each Accident - \$ 1,000,000
- Disease – each employee - \$ 1,000,000
- Disease – policy limit - \$ 1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

#### **M. Contractor Immigration Warranty**

Contractor understands and acknowledges the applicability to it of the American 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 Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The 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 subcontractors to ensure compliance with Contractor’s Immigration Warranty. The contractor agrees to assist the City in regard to any random verification 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 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.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

**R. Non-Availability of Funds:** Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**\*\*Company**

City of Prescott, a municipal corporation

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Philip R. Goode, Mayor

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Email: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah M. Siep, City Clerk

\_\_\_\_\_  
Joseph D. Young, City Attorney

**Form A – Solicitation Response Cover Sheet**



**Solicitation Response**

**Solid Waste Hauling Services**

Please note all that apply:

- ☐ Addenda Number(s) Received (if any) .....
- ☐ Original Forms A through F

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

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

\_\_\_\_\_

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

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

Contact Email: \_\_\_\_\_

Contractor Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



FORM B – PRICE SHEET



**Solid Waste Hauling Services**

Description		Ton Price	Fuel Price - per Ton	Total Price Per Ton
1	Ton price for Hauling Solid Waste to Grey Wolf Landfill (GWL)	\$	\$	\$
2	Ton Price for Hauling Recyclables to the North Gateway Station Facility (NGTS)	\$	\$	\$
3	Ton Price for Hauling Woodchips to the Gray Wolf Landfill (GWL)	\$	\$	\$

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State

\_\_\_\_\_  
Zip Code

FORM C – BID CERTIFICATION



Company Name: \_\_\_\_\_

The undersigned Bidder hereby certifies as follows:

C1 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C2 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.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Bidder to provide attachment: Attachment – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

FORM D – NON-COLLUSION CERTIFICATE



**Solid Waste Hauling Services**

Company 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

FORM E – CERTIFICATE OF OWNERSHIP



**Solid Waste Hauling Services**

Company 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES**



**Solid Waste Hauling Services**

Company Name: \_\_\_\_\_

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 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 the 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. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 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.

- F4 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. The 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. The 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 the 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM G – SUBCONTRACTORS LIST**

<b>Solid Waste Hauling Services</b>			
<b>Subcontractor Information</b>	<b>Bid Item(s)</b>	<b>Subcontract Amount</b>	<b>% of Total Bid</b>
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
<b>Total Subcontract Amount and Percentage of Bid</b>	<b>\$</b>		<b>%</b>

*\*Use additional form(s) if needed*