



Request for Proposal

For

Water & Wastewater Works Materials

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah Siep

PUBLIC WORKS DIRECTOR:

Gwen Rowitsch

Request for Proposals (RFP)

Water & Wastewater Works Materials

DESCRIPTION: It is the intent of the City of Prescott to request bids for the purchase of Water & Wastewater Works Materials for use within the City's water distribution and wastewater collection systems.

BID OPENING: Thursday, September 28, 2023, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd 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: September 10 and 17, 2023

Request for Proposals (RFP)

Water & Wastewater Works Materials

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I. GENERAL INFORMATION

It is the intent of the City of Prescott to request bids for the purchase of Water & Wastewater Works Materials for use within the City's water distribution and wastewater collection systems. The term of the contract shall be for a period of one (1) year. The contract may be extended for an additional two (2), one (1) year period, with the mutual consent of the City of Prescott and Supplier.

A. DESCRIPTION OF WORK

The City of Prescott intends to establish a term contract to fulfill the City's requirement for Water & Wastewater Works Materials. It is anticipated that the City will award multiple contracts to fulfill the requirements. The City has an on-going requirement for the items listed in the price sheet. Materials will be ordered on an "as needed" basis. The City of Prescott's annual requirements are estimated to be \$400,000.

B. SCOPE OF SERVICES/ITEMS FOR PURCHASE

- **Current Products.** Materials shall be of current design and meet specifications. Bidder must identify the manufacturer of each product being Bid. The Bidder should supply all information necessary for the City to determine (a) whether the product Bid meets the requirements of the specifications, and (b) exactly what the Bidder proposes to furnish. All Brass or Bronze materials must meet AWWA C-800, and comply with NSF61-8 standards, and the current federal law.
- **New Products.** All products bids must be new, not previously used or owned.
- **Brand Name.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Such reference is not intended to limit or restrict a Bid by any Bidder but is only enumerated in order to advise potential Bidders of the requirements of CITY. If the bidder is proposing something other than what's listed by the City, the bidder must list the manufacturer and part number in the Description Detail or add a separate sheet. Any Bid which proposes equal quality, design, or performance, will be evaluated.
- **American Made.** All items must meet "Buy American Compliance".
- **Warranty (Period of Time).** Each Bid must provide a manufacturer's warranty/guarantee against defects in materials, workmanship and/or performance for all items, for no less than two years.
- **Health and Safety.** All items to be supplied hereunder by Bidder shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.
- **Supplier to provide catalog pricing via website or book and notify the City of any changes to pricing within 10 business days of change.**

C. PROPOSED SCHEDULE

- | | |
|-----------------------------------|----------------------------|
| • Request for Proposal Advertised | September 10 and 17, 2023. |
| • Proposal Due Date/ Bid Opening | September 28, 2023 |
| • Estimated Award of Contract | October 2023 |

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

D. REQUESTS FOR INFORMATION

Suppliers 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
City of Prescott
latona.jones@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, September 19, 2023**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, September 25, 2023. Receipt of addenda must be acknowledged on the required form in the supplier's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Suppliers 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

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**
Bidder shall certify that its bid will be valid for 90 days after submission. Bidder 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, suppliers, 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 perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

Bidder shall provide two (2) references 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 supplier or individuals within your supplier 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 supplier or individuals) conducted in the past five (5) years any federal or state regulatory agency that might impact 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. Suppliers shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Suppliers 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.

Suppliers should be aware that the City is required by law to make its records available for public inspection. All suppliers, 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 suppliers 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, September 28, 2023**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Suppliers 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:
Water & Wastewater Works Materials
Due before 2:00 PM on September 28, 2023**

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(s) 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/supplier 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

Supplier / 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 Supplier / 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier / Contractor, his agents, representatives, employees, or subcontractors. Supplier / 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 Supplier 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 Supplier'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 AND 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) 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: Supplier 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 - Supplier 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 Supplier ".

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 Supplier ".

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

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

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 Supplier / 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 term of the contract shall be for a period of one (1) year. The contract may be extended for an additional two (2), one (1) year period, with the mutual consent of the City of Prescott and Supplier.

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. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted supplier. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VII. PROTEST POLICY

Any protest to 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 suppliers. 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.

VIII. 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 delay justify such extension in the opinion of the Public Works 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 Supplier / 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 Supplier / 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 Supplier 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 Supplier 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 Supplier. 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 Supplier 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 Supplier, its employees, agents, or any tier of subcontractors in the performance of this Contract, Supplier'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 Supplier or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Supplier 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: Supplier 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, Supplier certifies that the supplier 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 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 Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Supplier shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the 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 suppliers, women's business enterprise and labor surplus area suppliers:
 - 1. The Company will take all necessary affirmative steps to assure that minority suppliers, women's business enterprises, and labor surplus area suppliers 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

Water & Wastewater Works Materials

Contract Number: 2024-***

THIS AGREEMENT made and entered into this ** day of **, 2023, by and between ** of the City of ** (Supplier City), County of ** (Supplier County), State of ** (Supplier State), hereinafter designated “Supplier”, 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 Supplier, for and in consideration of the sum to be paid by the said 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 Supplier 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: Water & Wastewater Works Materials 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 Public Works Director, or her properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Suppliers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, 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), 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 – TERM OF CONTRACT: The term of the contract shall be for a period of one (1) year. The contract may be extended for an additional two (2), one (1) year period, with the mutual consent of the City of Prescott and Supplier.

ARTICLE IV – COMPENSATION: Supplier 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 Supplier, 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 Supplier 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 SUPPLIER STATUS: It is expressly agreed and understood by and between the parties that the Supplier is being retained by the City as an independent supplier, and as such the Supplier 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 supplier, the Supplier 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 supplier, the Supplier 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 Supplier, 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 Supplier and shall apply to those moneys to the appropriate account. Supplier 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 suppliers, 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 Supplier herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Supplier'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 supplier 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 supplier, its agents, employees, or any of the supplier's subcontractors. In the event that the supplier encounters delay or disruption in the project schedule due to factors not wholly the fault of the supplier or within the supplier'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 Supplier 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 Supplier give a written assurance of intent to perform. Failure by the Supplier 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 Supplier 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 Supplier under the Contract shall become the property of and be delivered to the City upon demand. The Supplier shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XI – 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 Supplier 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 Supplier 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:

Public Works Deputy Director
City of Prescott
433 N Virginia Street
Prescott, AZ 86301

**
**
**
**

- E. This Agreement is non-assignable by the Supplier unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to 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 Supplier 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 Supplier. 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 Supplier 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 Supplier, its employees, agents, or any tier of subcontractors in the performance of this Contract, Supplier'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 Supplier or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Supplier 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:** Supplier / 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 Supplier / 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier / Contractor, his agents, representatives, employees, or subcontractors. Supplier / 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 Supplier 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 Supplier'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 AND 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) 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: Supplier 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 - Supplier 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 Supplier".

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 Supplier".

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 |

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Supplier / 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 Supplier / 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. 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: Supplier 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, Supplier certifies that the supplier 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 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 Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Supplier shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the 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 suppliers, women's business enterprise and labor surplus area suppliers:

1. The Company will take all necessary affirmative steps to assure that minority suppliers, women's business enterprises, and labor surplus area suppliers are used when possible.
2. Affirmative steps shall include:
 - f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - h. 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.
 - i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - j. 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 this _____ day of _____ 2023.

ATTEST:

City of Prescott, a municipal corporation

**Supplier

Philip R. Goode, Mayor

By: _____

Title: _____

Email: _____

Attest:

Approved as to Form:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

GRANT PROVISIONS

The Supplier and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American

- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

- a. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- iii. 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.
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or

agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

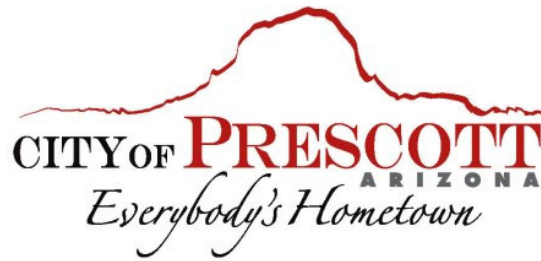
The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Form A – Solicitation Response Cover Sheet



Solicitation Response

Water & Wastewater Works Materials

Please note all that apply:

- ☐ Price Sheet..... (See Bid Pricing Sheet for individual Prices)
- ☐ Addenda Number(s) Received (if any)
- ☐ Original Forms A through F

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contact Email: _____

Supplier Comments: _____



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Meters and Meter Parts				
	Badger Recordall Disc Meters			
1	Model 25, 5/8" x 3/4"			
2	Model 70, 1"			
3	Model 120, 1.5"			
4	Model 170, 2"			
	Badger Recordall Compound Series Meter			
5	3"			
6	4"			
7	6"			
	Badger Recordall Combo Meter			
8	8"			
9	Model 450 Reduced Pressure Backflow Preventor	Metero 3"		
10	Model 450 Fire Hydrant Meter 3"			
	Repair Parts			
11	HR-E for 5/8" x 3/4"			
12	HR-E for 1"			
13	HR-E for 1.5"			
14	HR-E for 2"			
15	HR-E for 3"			
16	HR-E for 4"			
17	HR-E for 6"			
18	HR-E for 8"			
19	Spare parts for Recordall Disc Meter Model 25	5/8"x3/4"		
20	Spare Parts for Recordall Disc Meter Model 70	1"		
21	Spare Parts for Recordall Disc Meter Model 120	1.5"		
22	Spare Parts for Recordall Disc Meter Model 170	2"		
23	Spare Parts for 3" Recordall Compound Series Meter			
24	Spare Parts for 4" Recordall Compound Series Meter			
25	Spare Parts for 6" Recordall Compound Series Meter			
26	Spare Parts for 8" Recordall Turbo Series Meter			
Meter Adapter Group (if sending Equal, please list manufacture.)				
27	Adaptor Meter	Brass 3/4" X 1" / Ford A 24 or Equal		
28	Adaptor Meter	Brass 1-1/2" X 1" / Ford A 46 or Equal		
29	Adaptor Meter	Brass 1-1/2" X 2" / Ford A 67 or Equal		
30	Adaptor Meter	Brass 2" X 1" / Ford A 47 or Equal		
Galvanized Fitting Group				
31	Bend Galvanized 90 1/2" FIP X FIP			
32	Bend Galvanized 90 1/2" FIP X MIP			
33	Bend Galvanized 90 3/4" FIP X FIP			
34	Bend Galvanized 90 3/4" FIP X MIP			
35	Bend Galvanized 90 1" FIP X FIP			
36	Bend Galvanized 90 1" FIP X MIP			
37	Nipple Galvanized 1/2" X 2"			
38	Nipple Galvanized 1/2" X 3"			
39	Nipple Galvanized 1/2" X 12"			
40	Nipple Galvanized 1/2" X 18"			
41	Nipple Galvanized 1/2" X 24"			
42	Nipple Galvanized 3/4" X 12"			
43	Nipple Galvanized 3/4" X 18"			
44	Nipple Galvanized 3/4" X 24"			



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Galvanized Fitting Group Continued				
45	Nipple Galvanized 1" X 12"			
46	Nipple Galvanized 1" X 18"			
47	Nipple Galvanized 1" X 24"			
Brass Fitting Group				
48	Bend Brass 90 3/4" FIP X FIP			
49	Bend Brass 90 3/4" FIP X MIP			
50	Bend Brass 45 3/4" FIP X FIP			
51	Bend Brass 45 3/4" FIP X MIP			
52	Bend Brass 90 1" FIP X FIP			
53	Bend Brass 90 1" FIP X MIP			
54	Bend Brass 45 1" FIP X FIP			
55	Bend Brass 45 1" FIP X MIP			
56	Bend Brass 90 1.5" FIP X FIP			
57	Bend Brass 90 1.5" FIP X MIP			
58	Bend Brass 45 1.5" FIP X FIP			
59	Bend Brass 45 1.5" FIP X MIP			
60	Bend Brass 90 2" FIP X FIP			
61	Bend Brass 90 2" FIP X MIP			
62	Bend Brass Tee 3/4" FIP X FIP X FIP			
63	Bend Brass Tee 1" FIP X FIP X FIP			
64	Bend Brass Tee 1-1/4" FIP X FIP X FIP			
65	Bend Brass Tee 1-1/2" FIP X FIP X FIP			
66	Bend Brass Tee 2" FIP X FIP X FIP			
67	Cap Brass 2"			
68	Nipple Brass 3/4" Close			
69	Nipple Brass 3/4" X 2"			
70	Nipple Brass 3/4" X 2.5"			
71	Nipple Brass 3/4" X 3"			
72	Nipple Brass 3/4" X 3.5"			
73	Nipple Brass 3/4"x 4"			
74	Nipple Brass 3/4"x 4-1/2"			
75	Nipple Brass 3/4"x 5"			
76	Nipple Brass 3/4"x 5.5"			
77	Nipple Brass 3/4"x 6"			
78	Nipple Brass 3/4"x 6-1/2"			
79	Nipple Brass 3/4"x 7"			
80	Nipple Brass 3/4"x 7.5"			
81	Nipple Brass 3/4"x 8"			
82	Nipple Brass 3/4"x 8-1/2"			
83	Nipple Brass 3/4"x 9"			
84	Nipple Brass 3/4"x 9.5"			
85	Nipple Brass 3/4"x10"			
86	Nipple Brass 3/4"x10.5"			
87	Nipple Brass 3/4"x11"			
88	Nipple Brass 3/4"x11.5"			
89	Nipple Brass 3/4"x12"			
90	Nipple Brass 1" close			
91	Nipple Brass 1"x 2"			
92	Nipple Brass 1"x 2-1/2"			
93	Nipple Brass 1"x 3"			



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Brass Fitting Group Continued				
94	Nipple Brass 1"x 3-1/2"			
95	Nipple Brass 1"x 4"			
96	Nipple Brass 1"x 4-1/2"			
97	Nipple Brass 1"x 5"			
98	Nipple Brass 1"x 5.5"			
99	Nipple Brass 1"x 6"			
100	Nipple Brass 1"x 6-1/2"			
101	Nipple Brass 1"x 7"			
102	Nipple Brass 1"x 7-1/2"			
103	Nipple Brass 1"x 8"			
104	Nipple Brass 1"x 8-1/2"			
105	Nipple Brass 1" x 9"			
106	Nipple Brass 1"x 9-1/2"			
107	Nipple Brass 1" x 10"			
108	Nipple Brass 1"x 10-1/2"			
109	Nipple Brass 1" x 11"			
110	Nipple Brass 1" x 11-1/2"			
111	Nipple Brass 1"x12"			
112	Nipple Brass 1-1/2" X 2"			
113	Nipple Brass 1-1/2" X 2-1/2"			
114	Nipple Brass 1-1/2" X 3"			
115	Nipple Brass 1-1/2" X 4"			
116	Nipple Brass 1-1/2" X 5"			
117	Nipple Brass 1-1/2" X 5-1/2"			
118	Nipple Brass 1-1/2" x 6"			
119	Nipple Brass 1-1/2" X 7			
120	Nipple Brass 1-1/2" X 8			
121	Nipple Brass 1-1/2" X 9"			
122	Nipple Brass 1-1/2" X 10"			
123	Nipple Brass 1-1/2" X 11"			
124	Nipple Brass 1-1/2" X 12"			
125	Nipple Brass 2" X Close			
126	Nipple Brass 2" x 2 -1/2"			
127	Nipple Brass 2" x 3"			
128	Nipple Brass 2" x 4"			
129	Nipple Brass 2" X 5"			
130	Nipple Brass 2" X 6"			
131	Nipple Brass 2" X 7"			
132	Nipple Brass 2" X 8"			
133	Nipple Brass 2" X 9"			
134	Nipple Brass 2" X 10"			
135	Nipple Brass 2" X 11"			
136	Nipple Brass 2" x 12"			
137	Nipple Brass 2-1/2" X Close			
138	Plug Threaded 3/4", Brass NPT			
139	Plug Brass 1" NPT			
140	Plug Brass 1 1/4" NPT			
141	Plug Brass 1.5" NPT			
142	Plug Brass 2" NPT			
143	Reducer Brass Bushing 1" X 3/4"			



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Brass Fitting Group Continued				
144	Reducer Brass Bushing 1-1/2" X 1"			
145	Reducer Brass Bushing 2" X 1"			
146	Reducer Brass Bushing 2" X 1-1/2"			
147	Brass Bell Reducer 1" X 3/4"			
148	Brass Bell Reducer 1-1/2" X 1"			
149	Brass Bell Reducer 2" X 1-1/2"			
150	Brass Bell Reducer 2" X 1"			
151	Union Brass 3/4"			
152	Union Brass 1"			
153	Union Brass 1-1/2"			
154	Union Brass 2"			
155	Coupling Brass FIP 3/4"			
156	Coupling Brass FIP 1"			
157	Coupling Brass FIP 1-1/2"			
158	Coupling Brass FIP 2"			
Brass Service Group (if sending Equal, please list manufacture.)				
159	Bend Brass 90 3/4" MIP X Grip			
160	Bend Brass 90 3/4" FIP X Grip			
161	Bend Brass 90 3/4" Grip X Grip			
162	Bend Brass 45 3/4" MIP X Grip			
163	Bend Brass 45 3/4" FIP X Grip			
164	Bend Brass 45 3/4" Grip X Grip			
165	Bend Brass 90 1" MIP X Grip			
166	Bend Brass 90 1" FIP X Grip			
167	Bend Brass 90 1" Grip X Grip			
168	Bend Brass 45 1" MIP X Grip			
169	Bend Brass 45 1" FIP X Grip			
170	Bend Brass 90 2" MIP X Grip			
171	Bend Brass 90 2" FIP X Grip			
172	Bend Brass 90 2" Grip X Grip			
173	U-Branch Brass 1" X 1"	Ford U11-43-14-NL or Equal		
174	U-Branch Brass 1" X 1"	Ford U11-44-18-NL or Equal		
Copper Pipe Group				
175	Pipe Copper- 3/4"	K Soft		
176	Pipe Copper- 1"	K Soft		
177	Pipe Copper- 1-1/2"	K Soft		
178	Pipe Copper 2"	K Soft		
Meter Box Group				
179	Box Meter #2 Bottom Concrete			
180	Box Meter #2 Top Concrete			
181	Box Meter Lid #2			
182	Box Meter #2 Traffic Concrete			
183	Box Meter #2 Traffic Extension Concrete			
184	Box Meter Lid #2 Traffic			
185	Box Meter #3 Top Concrete			
186	Box Meter #3 Bottom Concrete			
187	Box Meter Lid #3			
188	Box Meter #3 Traffic Top			
189	Box Meter #3 Traffic Bottom			
190	Box Meter Traffic Lid #3			



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Meter Box Group Continued				
191	Box Meter #4 Top Concrete			
192	Box Meter #4 Bottom Concrete			
193	Box Meter Lid #4			
194	Box Meter #4 Traffic Top			
195	Box Meter #4 Traffic Bottom			
196	Box Meter Traffic Lid #4			
197	Polymer MAG #1 Meter Box Lid	With 2" AMI Hole & Anti Float / Black in Color / 20,000 Pound Rating		
198	Polymer MAG #2 Meter Box Lid	With 2" AMI Hole & Anti Float / Black in Color / 20,000 Pound Rating		
199	Polymer MAG #3 Meter Box Lid	With 2" AMI Hole & Anti Float / Black in Color / 20,000 Pound Rating		
200	Polymer MAG #4 Meter Box Lid	With 2" AMI Hole & Anti Float / Black in Color / 20,000 Pound Rating		
Repair Clamp Group (if sending Equal, please list manufacture.)				
201	Clamp Full Circle 1.90 X 12"	Smith-Blair 226 series or Equal		
202	Clamp full circle 2.35-2.63 X 12"	Smith-Blair 226 series or Equal		
203	Clamp full circle 2.35-2.63x 7.5"	Smith-Blair 226 series or Equal		
204	Clamp Full Circle 6.84-7.24 X 7.5"	Mueller 500 Series or Equal		
205	Clamp Full Circle 6.84-7.24 X 15"	Mueller 500 Series or Equal		
206	Clamp Full Circle 7.05-7.45 X 7.5"	Mueller 500 Series or Equal		
207	Clamp Full Circle 7.05-7.45 X 15"	Mueller 500 Series or Equal		
208	Clamp Full Circle 8.99-9.39 X 7.5"	Mueller 500 Series or Equal		
209	Clamp Full Circle 8.99-9.39 X 15"	Mueller 500 Series or Equal		
210	Clamp Full Circle 14.00-14.44 X 15"	Mueller 500 Series or Equal		
Repair Coupling Group (if sending Equal, please list manufacture.)				
211	Coupling 3/4" CTS	Ford C44-33-NL-G or Equal		
212	Coupling 1" CTS	Ford C44-44-NL-G or Equal		
213	Coupling 1-1/2" CTS	Ford C44-66-NL-G or Equal		
214	Coupling 2" CTS	Ford C44-77-NL-G or Equal		
215	Coupling 2" 2.10" to 3.03"	Hymax or Equal		
216	Coupling 4" 4.25" to 5.63"	Hymax or Equal		
217	Coupling 6" 6.42" to 7.68"	Hymax or Equal		
218	Coupling 8" 8.54 to 9.84	Hymax or Equal		
219	Coupling 12" 12.40" to 13.66"	Hymax or Equal		
220	Coupling 12" 13.15" to 14.41"	Hymax or Equal		
221	Coupling Restraint 4"	Alpha XL or Equal		
222	Coupling Restraint 6"	Alpha XL or Equal		
223	Coupling Restraint 8"	Alpha XL or Equal		
224	Coupling Restraint 10"	Alpha XL or Equal		
225	Coupling Restraint 12"	Alpha XL or Equal		
Sleeve Group				
226	Sleeve Solid DI 4"	MJ X MJ		
227	Sleeve Solid DI 6"	MJ X MJ		
228	Sleeve Solid DI 8"	MJ X MJ		
229	Sleeve Solid DI 10"	MJ X MJ		
230	Sleeve Solid DI 12"	MJ X MJ		
Meter Setter Group (if sending Equal, please list manufacture.)				
231	Setter Meter 3/4"	Ford VBH72-9W-11-33-NL		
232	Setter Meter 3/4"	Ford VBH72-12W-11-33-NL		
233	Setter Meter 3/4"	Ford VBH72-18W-11-33-NL		
234	Setter Meter 3/4"	Ford VBH72-24W-11-33-NL		
235	Setter Meter 1"	Ford VBH74-12W-11-44-NL		
236	Setter Meter 1"	Ford VBH74-18W-11-44-NL		



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Meter Setter Group Continued		(if sending Equal, please list manufacture.)		
237	Setter Meter 1-1/2"	Ford VBH76-12W-11-66-NL		
238	Setter Meter 2"	Ford VBH77-12W-11-77-NL		
Marking Paint Group		(if sending Equal, please list manufacture.)		
239	Paint Marking Blue	Rustoleum		
240	Paint Marking Green	Rustoleum		
241	Paint Marking White	Rustoleum		
242	Paint Marking Black	Rustoleum		
243	Paint Marking Purple	Rustoleum		
Pipe Saddle Group		(if sending Equal, please list manufacture.)		
244	Saddle 4" X 1" for Ductile	Ford 202B-540-IP4 or Equal		
245	Saddle 4" X 2" for Ductile	Ford 202B-540-IP7 or Equal		
246	Saddle 6" X 2" for PVC	Ford 202BS-690-IP7 or Equal		
247	Saddle 6" X 2" for Ductile	Ford 202B-750-IP7 or Equal		
248	Saddle 6" X 1" for Ductile	Ford 202B-750-IP4 or Equal		
249	Saddle 8" X 2" for PVC	Ford 202BS-905-IP7 or Equal		
250	Saddle 8" X 2" for Ductile	Ford 202B-962-IP7 or Equal		
251	Saddle 8" X 1" for Ductile	Ford 202B-962-IP4 or Equal		
252	Saddle 10" X 2" for Ductile	Ford 202B-1212-IP7 or Equal		
253	Saddle 10" X 1" for Ductile	Ford 202B-1212-IP4 or Equal		
254	Saddle 12" X 2" for PVC	Ford 202BS-1320-IP7 or Equal		
255	Saddle 12" X 2" for Ductile	Ford 202B-1438-IP7 or Equal		
256	Saddle 12" X 1" for Ductile	Ford 202B-1438-IP4 or Equal		
Ball Valve Curb Stop Group		(if sending Equal, please list manufacture.)		
257	Valve Ball 3/4"	Ford B11-333-NL or Equal		
258	Valve Ball 1"	Ford B11-444-NL or Equal		
259	Valve Ball 1-1/2"	Ford B11-666-NL or Equal		
260	Valve Ball 2"	Ford B11-777-NL or Equal		
261	Bronze Threaded Ball Valve 1.5"	41BBV15NL or Equal		
262	Bronze Threaded Ball Valve 2"	41BBV2NL or Equal		
263	2" FIP X 2" Meter Flange Angle Stop	Ford BFA-13-777W-NL or Equal		
Valve Corp Group		(if sending Equal, please list manufacture.)		
264	Valve Corp	Ford No. FB-1100-3-NL, 3/4" MIP X Grip or Equal " "		
265	Valve Corp	Ford No. FB-500-3-NL, 3/4" MIP X MIP or Equal " "		
266	Valve Corp	Ford No. FB-1700-3-NL, 3/4" MIP X FIP or Equal " "		
267	Valve Corp	Ford No. FB-1100-4-NL, 1" MIP X Grip or Equal " "		
268	Valve Corp	Ford No. FB-500-4-NL 1" MIP X MIP or Equal " "		
269	Valve Corp	Ford No. FB-1700-4-NL 1" MIP X FIP or Equal " "		
270	Valve Corp	Ford No. FB1100-6-NL 1-1/2" MIP X Grip or Equal " "		
271	Valve Corp	Ford No. FB1100-6-NL 1-1/2" MIP X MIP or Equal " "		
272	Valve Corp	Ford No. FB1100-6-NL 1-1/2" MIP X FIP or Equal " "		
273	Valve Corp	Ford No. FB1100-6-NL 1-1/2" FIP X FIP or Equal " "		
274	Valve Corp	Ford No. FB1100-7-NL 2" MIP X Grip or Equal " "		
275	Valve Corp	Ford No. FB1100-7-NL 2" MIP X MIP or Equal " "		
276	Valve Corp	Ford No. FB1100-7-NL 2" MIP X FIP or Equal " "		
277	Valve Corp	Ford No. FB1100-7-NL 2" FIP X FIP or Equal " "		
Gate Valve Group		(if sending Equal, please list manufacture.)		
278	Valve Gate 3/4"	Nibco TI-113 or Equal 200 PSI MUST BE SUITABLE FOR		
279	Valve Gate 1"	Nibco TI-113 or Equal 200 PSI GROUND INSTALLATION!		
280	Valve Gate 1-1/2"	Nibco TI-113 or Equal 200 PSI "		
281	Valve Gate 2"	Nibco TI-113 or Equal 200 PSI "		



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Gate Valve Group Continued		(if sending Equal, please list manufacture.)		
282	Valve Gate 4"	Resilient Seat with Alpha Ends		
283	Valve Gate 4"	Resilient Seat with MJ Ends		
284	Valve Gate 6"	Resilient Seat with Alpha Ends		
285	Valve Gate 6"	Resilient Seat with MJ Ends		
286	Valve Gate 8"	Resilient Seat with Alpha Ends		
287	Valve Gate 8"	Resilient Seat with MJ Ends		
288	Valve Gate 10"	Resilient Seat with Alpha Ends		
289	Valve Gate 10"	Resilient Seat with MJ Ends		
290	Valve Gate 12"	Resilient Seat with Alpha Ends		
291	Valve Gate 12"	Resilient Seat with MJ Ends		
Valve Box Group		(if sending Equal, please list manufacture.)		
292	Valve Box Extension 1"	East Jordan or Equal		
293	Valve Box Extension 1-1/2"	East Jordan or Equal		
294	Valve Box Extension 2"	East Jordan or Equal		
295	Valve Box Extension 2-1/2"	East Jordan or Equal		
296	Valve Box Extension 3"	East Jordan or Equal		
297	Valve Box Extension 4"	East Jordan or Equal		
298	Valve Box Extension 6"	East Jordan or Equal		
299	Valve Bottom Riser 15"	Tyler or Equal		
300	Valve Bottom Riser 24"	Tyler or Equal		
301	Valve Bottom Riser 36"	Tyler or Equal		
302	Valve Top 16" Riser	Tyler or Equal		
303	Valve Top 26" Riser	Tyler or Equal		
304	Debris Cups	SW Services DC456 Model, Various Colors		
305	Valve Riser Stabilizer	Assured Flow Sales VBS-16 or Equal		
Stainless Steel Group		(if sending Equal, please list manufacture.)		
306	3/8" Stainless Tubing	316L Stainless With 0.035" wall thickness		
307	1/4" Stainless Tubing	316L Stainless With 0.035" wall thickness		
308	3/8" Ball Valve	Nibco T-560-S6-R-66-LL or Equal		
309	1/4" Ball Valve	Nibco T-560-S6-R-66-LL or Equal		
Check Valve Group		(if sending Equal, please list manufacture.)		
310	1" Threaded Check Valve	Val-Matic 1400THR or Equal		
311	1.5" Threaded Check Valve	Val-Matic 1400THR or Equal		
312	2" Threaded Check Valve	Val-Matic 1400THR or Equal		
Water Production Group		(if sending Equal, please list manufacture.)		
313	Swivel Adaptor	2.5" Female NH X 3" MIP and gasket, with screen		
314	Swivel Adaptor	2.5" Female NH X 3" MIP & gasket, without screen		
315	Swivel Adaptor	2.5" Female NH X 2.5" MIP & gasket, with screen		
316	Meter Hydrant 3"	Badger Recordall Hydrant Meter		
317	RPZ Assembly 2"	4A-208-A2F Apollo		
318	1/2" MIP S.S. wire mesh bug screen	97SCREENSS5		
319	Valve Air Release 1" With Screen	No. ARI D-040-B or Equal		
320	Valve Air Release 2" With Screen	No. ARI D-040-B or Equal		
Tracer Wire Group		(if sending Equal, please list manufacture.)		
321	Splice Connectors	Copperhead Snakebite or 3M DBR ONLY		
322	Wire Nuts w/ DE-OX			
323	#14 AWG Tracer Wire	HSCCS		
Hydrant Groups		(if sending Equal, please list manufacture.)		
324	Hydrant 4'.0" Mueller	Super Centurion MJ		
325	Hydrant 4'.6" Mueller	Super Centurion MJ		



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Hydrant Groups Continued		(if sending Equal, please list manufacture.)		
326	Hydrant 5'.0" Mueller	Super Centurion MJ		
327	Hydrant Traffic Kit, Mueller	Super Centurion		
328	Hydrant Complete Rebuild Kit, Mueller	Super Centurion		
329	Hydrant 4'.0" Waterous	Pacer with Alpha Connection		
330	Hydrant 4'.6" Waterous	Pacer with Alpha Connection		
Hydrant Groups Continued		(if sending Equal, please list manufacture.)		
331	Hydrant 5'.0" Waterous	Pacer with Alpha Connection		
332	Hydrant Extension Kit complete 12" Waterous			
333	Hydrant Traffic Kit, Waterous			
334	Hydrant Complete Rebuild Kit, Waterous			
335	Hydrant 4'.0" Clow	MJ		
336	Hydrant 4'.6" Clow	MJ		
337	Hydrant 5'.0" Clow	MJ		
338	Hydrant Traffic Kit Clow			
339	Hydrant Complete Rebuild Kit, Clow			
340	Hydrant Complete Rebuild Kit, Pacific States			
PVC Pipe Group		(if sending Equal, please list manufacture.)		
341	Pipe 4" x 20' PVC	SDR-35		
342	Pipe 6" x 20' PVC	SDR-35		
343	Pipe 8" x 20' PVC	SDR-35		
344	Pipe 10" x 20' PVC	SDR-35		
345	Bend 4" 22.5 Gasketed	SDR-35		
346	Bend 6" 22.5 Gasketed	SDR-35		
347	Bend 8" 22.5 Gasketed	SDR-35		
348	Saddle Tee 12" x 4"	SDR-35		
349	Repair Coupling 8" Gasketed	SDR-35		
350	Fernco Flexible Coupler 6"	Concrete to PVC		
351	Fernco Flexible Coupler 8"	Concrete to PVC		
PVC Pipe Group Continued		(if sending Equal, please list manufacture.)		
352	Max Adapter 6"	Max 6 6.27" - 7.75"		
353	Max Adapter 6"	Max 6 Oversize 6.27" - 8.10"		
354	Max Adapter 8"	Max 8 8.40" - 10.15"		
355	Bend 4" 45deg Gasketed	SDR-35		
356	Bend 6" 45deg Gasketed	SDR-35		
357	Bend 8" 45deg Gasketed	SDR-35		
358	Saddle Tee 6" x 4"	SDR-35		
359	Saddle Tee 8" x 4"	SDR-35		
360	Saddle Tee 10" x 4"	SDR-35		
361	Saddle Tee 8" x 6"	SDR-35		
362	Saddle Tee 10" x 6"	SDR-35		
363	Fernco Flexible Coupler 6"	VCP to PVC		
364	Repair Coupling 6" Gasketed (sleeve)	SDR-35		
Drop Manhole Group		(if sending Equal, please list manufacture.)		
365	Inside drop bowl 6"	RELINER / Duran Inc.- Series A-6 or equal		
366	Pipe support bracket 6" 304 Stainless	RELINER / Duran Inc. - Part No. 6SS35 or equal		
Manhole Adjustment Group		(if sending Equal, please list manufacture.)		
367	Manhole Ring & Cover 24"	East Jordan or DFI w/logo		
368	Manhole Ring & Cover 30"	East Jordan or DFI w/logo		
369	Cleanout Monument & Cover	East Jordan or DFI w/logo		
370	Manhole Grade Ring 2"	Cretex PRO-RING No. 36-24G-200 or approved equal		



Item #	Description	Description Detail	% off Catalog	Current Catalog Pricing *
Manhole Adjustment Group Continued		(if sending Equal, please list manufacture.)		
371	Manhole Grade Ring 4"	Cretex PRO-RING No. 36-24G-400 or approved equal		
372	Manhole Grade Ring 6"	Cretex PRO-RING No. 36-24G-600 or approved equal		
373	Manhole Finish Grade Ring 3/4"	Cretex PRO-RING No. 36-24F-075 or approved equal		
374	Manhole Finish Grade Ring 1"	Cretex PRO-RING No. 36-24F-100 or approved equal		
375	Manhole Finish Grade Ring 1-1/4"	Cretex PRO-RING No. 36-24F-125 or approved equal		
376	Manhole Finish Grade Ring 1-1/2"	Cretex PRO-RING No. 36-24F-150 or approved equal		
377	Manhole Angle Ring 3/4" to 1-3/4"	Cretex PRO-RING No. 36-24A-100 or approved equal		

Sales Tax Rate: _____ %

Delivery Lead Time Upon Receipt of Order (Days): _____

Signature of Company Official

Date Signed

Title

Email Address

Company Name

Phone Number

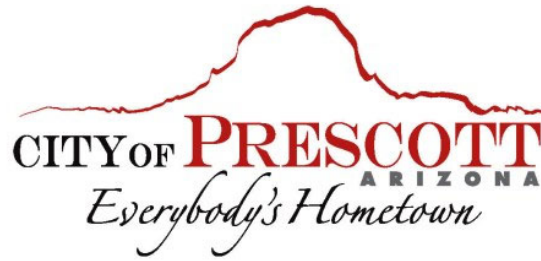
Street Address

* Current Catalog Pricing is based on September/ October 2023 pricing

**Suppliers will need to give the City a ten 10 business day notice of Catalog pricing Changes.

% off Catalog will not Change through the life of the contract.

FORM C – BID CERTIFICATION



Water & Wastewater Works Materials

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; Bidder to provide attachment: Attachment – Subcontractor's List

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

Dated this _____ day of _____ 2023.

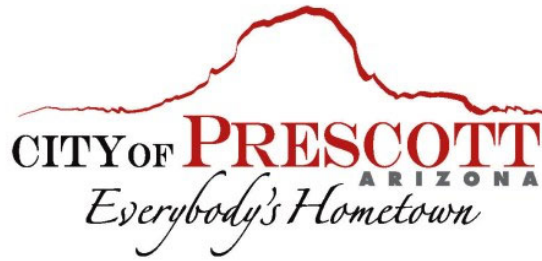
Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Water & Wastewater Works Materials

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, supplier, 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 _____ 2023.

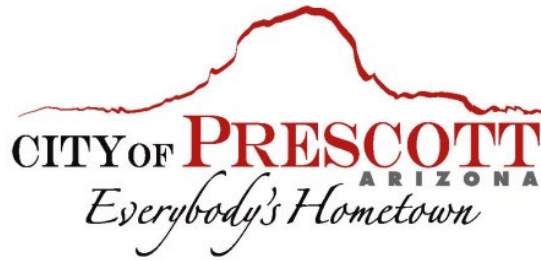
Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Water & Wastewater Works Materials

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, supplier, association, partnership, or corporation herein, are the only person, suppliers, 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 _____ 2023.

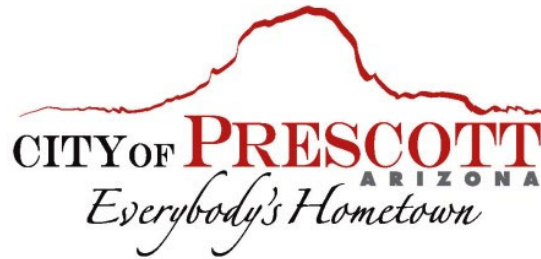
Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Water & Wastewater Works Materials

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 requirements of the proposed agreement. The list shall include the supplier's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- 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

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Company 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. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2023.

Signature

Phone Number

Written Name

Email Address