

City of Prescott

Invitation for Proposal for Solids Dewatering Box

Standard Specifications and Contract Documents



DESCRIPTION: This project consists of the purchase of two (2) 30 yard dewatering boxes capable of dewatering primary clarifier grease skimming's and similar materials at a rate of 100 GPM for a period of 2 hours.

PROJECT NUMBER: **09-13-92000-433**

OPENING: December 18, 2008 at 2:00 PM
City of Prescott Council Chambers
201 South Cortez Street, Prescott, Arizona

PREPARED BY: Utilities Operations Division
1505 Sundog Ranch Road, Prescott, Arizona
928-777-1630

November 2008



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

RFP 09WWT0022
SOLIDS DEWATERING BOX

The City of Prescott is soliciting proposals from qualified companies for two (2) 30 yard dewatering boxes. Sealed proposals one (1) original and two (2) copies shall be received before 2:00 PM on Thursday December 18, 2008 at the time and place indicated in Section 2.2.

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1.0 SOLICITATION SPECIFICATIONS/SCOPE OF WORK/PROPOSAL EVALUATION

It shall be the intent of these specifications to secure two (2) 30 yard solids dewatering boxes capable of dewatering primary clarifier grease skimming's and similar materials at a rate of 100 GPM for a period of 2 hours. The unit shall be able to withstand the service and continuous use encountered daily in a wastewater treatment facility. The unit shall be of the rolloff type, symmetrically proportioned and constructed with due consideration to the type of material to be dewatered and with safety factors provided to meet both on and off road requirements and conditions as set forth under performance tests and requirements. Details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

NOTE: All parts not specifically mentioned herein, but which are necessary in order to furnish a complete dewatering unit, shall conform in design and quality of material to the highest engineering standards.

1.1 **Qualifications of the Proposers for this Proposal**

Proposals shall only be considered from manufacturers with an established reputation in the field of solids dewatering box manufacturing. Each proposer shall provide satisfactory evidence of his ability to construct the unit specified and shall state the location of the factory where the unit is to be built.

1.2 **Specifications**

Where the following detailed specifications require specific brand names, model numbers, dimension or capacities of components such as: valves, ports, seals, rollers, filter material, hinges, covers, hooks, frames and fittings that have been carefully selected and specified for the service intended because of their reliability and availability of replacement parts on a local basis.

Components specified by brand name, model number, dimension, size or capacity are readily available to all manufacturers and/or potential proposers, and have been recommended by City of Prescott Wastewater Facility Representatives. Substitutes or alternates may be submitted with supporting documentation (i.e. blueprints, drawings and specifications, etc.). Price quote should be made to the specifications as written.

1.3 **Options**

Proposer must quote the options as listed in the specification. If proposer chooses to offer additional options other than those asked for by the City, such proposer must include the total cost impact of each optional item as individual entries to the option list.

The complete unit shall comply in every respect with the latest Federal Motor Vehicle Safety Standards, State of Arizona ADOT and the Occupational Safety and Health Act, which is hereby incorporated herein.

The City of Prescott reserves the right to increase quantities subject to acceptance by the proposer and mutual agreement on delivery times.

1.4 **Service Requirements**

Each proposer shall show that he/she is in a position to render prompt service and to furnish replacement parts for said unit. Proposer shall have service capability within the State of Arizona OR APPROVE the City's Fleet Maintenance personnel to perform warranty work.

Proposers shall state the location of their nearest service facility.

Certified parts availability, service capability and total life cost will be given serious consideration.

1.5 **Drawings and Weight**

All proposers must submit a top view, front view, left side view, rear view, inside view and right side body view scale drawing(s) of the unit proposed, and include dimensions of height, length and width, lift angles, and equipment that is proposed to be furnished and to which the unit furnished under contract must conform. The proposal must also include laden and unladen weight, gross vehicle weight ("G.V.W.") and net unit weight.

Any item depicted on the drawings not specified as "Option", shall be considered as standard equipment. Furthermore, any item required for the unit to meet qualifications shall be considered as standard equipment. No further cost shall be imposed.

1.6 **Pre-Construction Conference**

The successful proposer may arrange an optional pre-construction conference with a representative(s) from their company and the following employees from the City of Prescott: Two (2) employees from the Wastewater Division and one (1) employee from the Fleet Services Division. The purpose of this conference is to insure that the details of the unit's construction and the placement of items are clearly understood by both parties. The pre-construction conference shall be held at the City of Prescott Public Works Building.

After the pre-construction conference, a finalized drawing and a list of specification clarifications shall be provided and become part of the purchase contract and proposal documents.

1.7 **Warranty**

Unless otherwise stated in the Request for Proposals, the successful proposer shall supply the City of Prescott with a written warranty to cover a period of not less than one (1) year or the manufacturer's standard warranty period from the date the unit(s) is placed in service. In addition, the successful proposer will supply the City with all factory warranties from industrial component suppliers and shall assist City in obtaining warranty work from the original component manufacturer after the expiration of the one year warranty from the successful proposer.

This warranty will cover all parts and labor during this period with the exception of failure due to neglect, abuse or modifications not approved by the successful proposer. During the warranty period all costs involved with the repair, such as transportation to and from the service facility, will be paid for by the successful proposer.

During the warranty period the successful proposer or its representative will complete inspection within (5) working days upon notification of issue and complete repairs within (10) working days unless otherwise agreed to by the City.

Successful proposer must warrant the entire unit, including body, paint, cover, filter material, underdrains, plumbing, and all systems. Split responsibility for the warranty will not be accepted.

Proposer shall provide all extended warranties that are standard with individual components. Warranties shall include, but not be limited to, the following:

- Tarping
- Valves
- Body
- Filter Material
- Paint

Copies of above warranties shall be included in the proposer's proposal for verification. The warranty must be signed by an authorized representative of the proposer.

1.8 **Delivery and Training**

The successful proposer shall deliver or have delivered the unit to the Wastewater Treatment Facility. A factory training manual or video shall be included with the unit to train Wastewater Treatment Personnel in the operation and preventive maintenance of the unit.

1.9 **Proposal Package**

A complete proposal package shall, at a minimum, contain one (1) original and four (4) copies - ALL the information to be included as part of the proposal package, including without limitation the following:

1. An accurate and legible proposal;
2. The name of the proposer, type of corporation (if any) and state of incorporation (if a corporation) or type of business organization if not a corporation, address, telephone number, FAX number (if any), Federal Tax Identification Number, and the name and title of the main contact person concerning this Request for Proposals. Should the address or telephone number of the main contact person be different from the proposer's address and telephone number, then the address and telephone number for the main contact person must also be listed.
3. Required drawings and wiring diagrams of the proposed unit;
4. Sales information;
5. Warranties;
6. User lists;
7. Location of manufacturing and assembly facilities;
8. Evidence of ability to construct the unit as specified in the Request for Proposals, including without limitation, evidence of competent construction of such units in the past and adequate parts

- inventories;
9. Evidence of a competent service center within 100 miles of the City of Prescott. Said evidence must show the service centers are capable of prompt and effective service to the unit as proposal;
 10. All required certifications, including without limitation, installation of parts and service availability, model and design service times, , fastener certifications, weights certifications, performance testing certifications, and any other certifications required by any law, rule, or regulation;
 11. Product liability insurance as required;
 12. Firm build times for each unit;
 13. All other items, documents, and actions required by the Request for Proposals.

Any materials or work mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of the same effect as if shown or mentioned in both.

Omissions from the drawings or the specifications of the materials or details of work which are manifestly or obviously necessary to carry out the intent of the drawings and specifications or which are customarily furnished or performed, shall not relieve the proposer of his responsibility for furnishing such omitted materials or performing such omitted work; but shall be furnished or performed as if fully shown or described in the drawings of specifications.

The award of the contract will be to the most responsive and responsible proposer that best meets all the requirements set forth in the Request for Proposals, including without limitation, the total cost to City over the life of the unit.

1.10 **Quality and Workmanship**

The design of the unit shall embody the latest recognized engineering practices used in the industry. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility of the various units which require periodic maintenance, ease of operation and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements. Welding shall not be employed in the assembly of the unit in a manner that shall prevent the ready removal of any component part for service or repair. All steel welding shall follow American Welding D1.1-96 recommendations for structural steel welding and aluminum standard.

1.11 **Certifications**

In as much as the unit described in these specifications will be subjected to service for a period estimated to be in excess of ten (10) years, an authorized representative of the proposer must certify the following:

Parts and service will be available for this unit for a minimum of ten (10) years. That the unit proposed is not a prototype unit and is of an established model and design that has been in service for a minimum of two (2) years.

The proposed unit shall meet or exceed all applicable requirements of Federal and State Regulations for commercial motor carriers.

Fastener Certification: Pursuant to Public Law Number 101-592, proposer is to provide fastener certification for all critical components of the unit. These items shall include: tarping, tailgate hinges, tailgate latches, lifting hooks or any other certification required by any applicable law, rule or regulation.

1.12 **Performance Tests and Requirements**

A load test shall be conducted with the unit loaded as per recommendations unless otherwise specified and the continuous run of two hours at 100 GPM or more shall be made, during which time the unit shall show no loss of dewatering capabilities in that amount of time. The tailgate, tarp or cover, and rollers shall move freely and be free from abnormal operation throughout the operating range of the components. The unit, when loaded, shall be of a design that allows for safe loading and unloading on a rolloff truck supplied by the City of Prescott.

The successful proposer shall furnish a valid Weights Certificate showing maximum load rating on front rollers and rear rollers, maximum load rating of the four corner weight load, and total weight for the completed unit at the time of delivery.

The proposer shall furnish a valid Rated Capacity Certificate measured in yards and gallons at a specified level within the unit.

1.13 **Failure to Meet Requirements**

In the event the unit fails to meet the requirements of these specifications and failure to comply with these requirements shall be cause for proposal rejection.

1.14 **Delivery**

Each unit must meet all proposal specifications and be accepted in writing by the City before it is considered delivered. Damages, if incurred, may be applied by the City to lower the price of the unit. The date of delivery may be changed by the parties in writing. Should no date for delivery be set in the delivery order for additional units then the delivery date shall be no later than two hundred (60) days from the date of the placement of the order by City.

If, after unit is submitted to City for acceptance, the unit is found to have deficiencies, it shall be the dealer's responsibility to pick up the unit, make the necessary corrections and re-submit the unit for re-inspection and acceptance without any additional cost to the City of Prescott. Payment will not be made until the defect(s) or deficiencies are corrected, and the unit accepted as ready for service.

The successful proposer shall provide all required equipment, manuals, charts and books with the unit at the time of delivery.

The successful proposer must supply a minimum of two complete operation and maintenance manuals, covering the complete unit as delivered and shall include an accurate "as built" diagram for each unit. One part's manual shall also be provided for each unit which will include an overall view layout keyed to service repair parts to assist in spare parts selection and identification.

1.15 **Liquidated Damages**

Proposer agrees that if proposer breaches the proposal requirements for delivery of the units required by the request for proposals documents on the date called for therein, such delay will seriously affect the wastewater treatment process and the operational capabilities of the City of Prescott.

Proposer and City agree it would be impractical or extremely difficult to determine damages suffered by city in the event of such a breach by proposer, and city and proposer therefore agree that in the event of such a breach proposer shall pay to city the sum of one hundred dollars (\$50.00) per day for each unit proposer fails to deliver by the date agreed upon.

2.0 SOLICITATION PROCESS REQUIREMENTS

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

Dawn M. Foster, Purchasing Manager
City of Prescott
Purchasing Services Division
Fax: 928-777-1234
e-mail: purchasing@cityofprescott.net

2.2. **Schedule**

- 2.2.1. **Solicitation Advertisement**
Monday, December 8, 2008
- 2.2.2. **Deadline for Questions and Requests for Addenda**
Thursday, December 11, 2008 COB
- 2.2.3. **Deadline for Issuance of Addenda via fax or e-mail**
Friday, December 12, 2008 COB
- 2.2.4. **Proposals Due one (1) original and two (2) copies)**
Thursday, December 18, 2008 at 2:00 PM
Office of the City Clerk
201 S. Cortez St. Prescott, AZ 86302

2.2.5. Proposal Opening

Thursday, December 18, 2008 at 2:00 PM.
City of Prescott
City Council Chambers
201 S. Cortez St.
Prescott, AZ 86302

2.3. Pre-Proposal Conference

If indicated in Section 2.2 above, a pre-Proposal conference will be held for this solicitation. The purpose of the pre-Proposal conference is to provide Proposers with an opportunity to obtain clarification of this solicitation. Proposers are encouraged to submit questions, comments and requests in writing to the City's Buyer prior to the pre-Proposal conference.

Attendance at the pre-Proposal conference may be optional or mandatory as indicated in Section 2.2 above. If the pre-Proposal conference is mandatory, failure to attend will preclude a Proposer from submitting a Proposal. Failure to attend an optional pre-Proposal conference will not preclude a Proposer from submitting a Proposal.

2.4. Letter of Interest

Proposers wishing to receive addenda to this solicitation, answers to questions posed by other Proposers, and related information shall submit a Letter of Interest to the City's Buyer in person or by fax or email.

The purpose of the Letter of Interest is to ensure Proposers receive all solicitation addenda, answers to questions posed by Proposers, and other related information. The City will consider this letter as an interest to Proposal only, without further obligation to the Proposer. The Letter of Interest must designate the office, employee or agent who will be the Proposer's contact for all communications regarding this acquisition. The following information should be provided for this individual:

Name
Title
Company Name
Mailing Address
Telephone Number
Fax Number
Email Address

2.5. Questions and Requests for Addenda

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

2.6. City Answers and Addenda

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Any such addenda and City answers to questions will be issued no later than the date and time listed in Section 2.2. Addenda and City answers will be emailed or faxed to all Proposers who submitted a letter of interest. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.7. Proprietary Material

A Proposer shall clearly mark any proprietary information contained in its Proposal with the words "proprietary information." Proposer shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a Proposal as proprietary may result in rejection of the Proposal. Proposers should be aware that the City is required by law to make its records available for public inspection. The Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Proposer in the event that the City must legally disclose these materials.

2.8. **Multiple Proposals**

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

2.9. **Delivery of Proposals**

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

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

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

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

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

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

2.10. **Cost of Proposals**

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

2.11. **Errors in Proposals**

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

2.12. **Withdrawal of Proposals**

A Proposal may be withdrawn by written request of the Proposer prior to the Proposal due date and time listed in Section 2.2. No Proposal may be withdrawn for a period of 120 calendar days after the Proposal due date and time.

2.13. **Changes in Proposals**

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

2.14. **Rejection of Proposals**

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

2.15. **Disposition of Proposals**

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

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

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

2.17. **Protests**

Any protest of a notice that a Proposal is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1234. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Proposer(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other Proposer.

2.18. **Proposal Submittal**

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

- 2.18.1. Proposal Form A - Proposer Response Cover Sheet
- 2.18.2. Proposal Form B - Price Sheet
- 2.18.3. Proposal Form C - Proposal Certification
- 2.18.4. Proposal Form D - Non-Collusion Certificate
- 2.18.5. Proposal Form E – Contractor Questionnaire
- 2.18.6. Proposal Form F – Certificate of Ownership
- 2.18.7. Proposal Form G – Proposer Optional Information
- 2.18.8. Proposal Form H – Proposer Qualifications, Representations and Warranties

3.0 GENERAL CONTRACT TERMS AND CONDITIONS

- 3.1. **Entire Agreement:** This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.
- 3.2. **Term:** The term of this Contract shall commence on the date the City's Purchasing Agent signs the same and shall expire as stated within the Contract.
- 3.3. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 3.4. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 3.5. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.6. **Schedule:** Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.7. **Payment:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract.

No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

- 3.8. **Unlawful Overcharges**: The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. **Price Warranty**: The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.10. **Warranties**: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. **Date Warranty**: Vendor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.
- 3.12. **Equal Employment Opportunity**: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.13. **Diversity**: The City encourages the Contractor to employ a workforce reflective of the region's diversity.
- 3.14. **Discrimination in Contracting**: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3.15. **Record-Keeping**: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, Proposals, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.16. **Publicity**: The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

- 3.17. **Proprietary and Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believe that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
- 3.18. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
- 3.19. **Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:
- 3.19.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability;
- 3.19.2. If any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and
- 3.19.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.
- 3.20. **Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.21. **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.22. **Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
- 3.23. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.24. **Adjustments:** The City's Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

- 3.25. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.
- 3.26. **Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.27. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.28. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.29. **Applicable Law:** This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.30. **Remedies Cumulative:** Remedies under this Contract are cumulative; The use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.31. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
- 3.32. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
- 3.33. **Termination:**
- 3.33.1. **For Cause:** Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- 3.33.2. **For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- 3.33.3. **For Public Convenience:** The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.
- 3.33.4. **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
- 3.34. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally

charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

4.0 STANDARD PROPOSAL INFORMATION

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

5.0 INSTRUCTIONS FOR SUBMITTAL FORMS

- 5.1. Form A - Solicitation Response Cover Sheet: Proposer shall complete, sign, and submit Form A as the first page of the Proposal package
- 5.2. Form B - Price Sheet: Proposer shall certify that its Proposal will be valid for 120 days after submission. Proposer may be asked to extend this certification. Proposer shall complete, sign, and submit Form B.
- 5.3. Form C - Proposal Certification: Proposer shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Proposer shall complete, sign, and submit Form D.
- 5.5. Form E - Contractor Questionnaire: Proposer shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Proposer shall complete, sign, and submit Form F completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Proposer's business and the nature and extent of each such interest.

- 5.7. Form G - Proposer Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in Proposal evaluation, or in agreement award or administration. Proposer may complete, sign, and submit Form G.
- 5.8. Form H - Proposer Qualifications, Representations and Warranties
- 5.8.1. Proposer shall complete and submit Solicitation Form H. Proposer shall provide additional information as required.
- 5.8.2. The City reserves the right to inspect any of Proposer's facilities and equipment after the Proposal due date and time listed in Section 2.2. The Proposer shall make such facilities and equipment available for the City's inspection within eight business hours of the City's request. The City may require additional information concerning a Proposer's facilities, equipment, personnel, and procedures. The Proposer shall supply such information within the time noted in the City's request.
- 5.8.3. The City shall consider awarding agreements only to responsible Proposers. Responsible Proposers 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.
- 5.8.4. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Proposer in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Proposer. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Proposer with the City or with other agencies, references provided by the Proposer to the City, information provided by the Proposer as part of the solicitation responses, and information not specifically provided by the Proposer 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 Proposer if any owner of such Proposer has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Proposer has unsatisfied tax or judgment liens.
- 5.8.5. Proposer shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Proposer shall complete, sign and submit Form H.

6.0 SPECIFICATIONS

- 6.1. **Dimensions:** The body shall be designed and manufactured according to Federal and State Regulations. Length of this unit shall be approximately 288". Width shall be approximately 102" not to exceed 102". Height shall be approximately 80".

Exception:

- 6.2. **Construction Material:** The walls, floor and tailgate must be constructed of carbon steel or comparable material to withstand load ratings and corrosive properties of materials to be dewatered.

- 6.3. **Frame:** The frame shall be designed to meet industry standards. The manufacturer shall provide a lifetime warranty against defects to the original purchaser.

Exception:

- 6.4. **Lift Hook:** One (1) lift hook shall be provided. Hook must be a permanent welded type with a minimum of 90,000 pound tensile strength directly to the front frame extension.

Exception:

- 6.5. **Front Rollers:** The front rollers shall have at least an 18,000-lb. capacity and be at least (2) inches larger in diameter than the rear rollers. The rollers shall be equipped with removable spindles, bearings and grease fittings.

Exception:

- 6.6. **Rear Rollers:** The rear rollers shall have at least an 18,000-lb capacity and be at least (2) inches smaller in diameter than the front rollers. The rollers shall be equipped with removable spindles, bearings and grease fittings.

Exception:

- 6.7. **Rear Tailgate:** Tailgate shall be hinged on right hand side with hinges manufactured to support full weight and movement to the furthest point of motion. Tailgate shall be equipped with necessary attachments to secure in place with unit raised for off loading.

Exception:

- 6.8. **Watertight Seal:** Seal shall be manufactured with material able to withstand constant opening and closing of the tailgate. Seal shall be watertight and replaceable without limited availability.

Exception:

- 6.9. **Tailgate Latches:** There shall be a single ratchet type mechanism located on the lower left side of the unit that securely latches the tailgate in three locations. One (1) safety chain and hook shall be secured to the unit with a rated strength sufficient enough to hold the tailgate in place under load. One (1) threaded safety latch shall be mounted on the bottom center of the tailgate.

Exception:

- 6.10. **Rear Supply Inlet:** The rear supply inlet shall be a six (4) inch flanged fitting protruding a maximum of four (4) inches from the outside wall of the tailgate. Inside the tailgate shall be a 45 degree discharge spout directed downwards to the filter material.

Exception:

- 6.11. **Front Supply Inlet:** The front supply inlet shall be a six (4) inch flanged fitting protruding a maximum of four (4) inches from the outside wall. Inside the wall shall be a 45 degree discharge spout directed downwards to the filter material.

Exception:

- 6.12. **Discharge Ports:** The under drain shall have of a minimum of two (2) ports on each side of the unit that are (3) three inches in diameter. The front and the rear of the unit shall have (1) port each that is (3) three inches in diameter. Each port shall have caps attached by chain or cable to the unit and shall be threaded externally to except a female quick coupler hose.

Exception:

- 6.13. **Filter Material:** There shall be stainless steel filter screen panels on the walls, floor and tailgate. A two (2) sided panel shall be installed in the center of the unit for increased drainage surface area. Woven nylon filter cloth with a (1,000) SCFM rating shall cover the stainless steel panels and shall be removable for replacement and cleaning.

Exception:

- 6.14. **Container Cover:** Cover shall be constructed of weather resistant material and shall be installed to roll from side to side. There shall be roof bows of corrosion resistant material installed to support the cover when fully rolled out. Cover shall have anchors on all sides of the unit to seal and prevent cover from lifting off during transport.

Exception:

- 6.15. **Miscellaneous Equipment:** The following items shall be furnished with the unit at time of delivery:

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number: _____

Description:.....

Please note all that apply:

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

Business Name: _____

Business Address: _____

Business Phone: (____) _____

Business Contact: _____

Supplier Comments: _____

Form B – Price Sheet

Item	Quantity	
Container Body		\$ _____
	Applicable Tax	_____ % \$ _____
	Total	\$ _____
Please indicate shipping costs		\$ _____

Delivery After Receiving Order (ARO) _____ Days (Not to exceed 60 days)

Payment Terms: _____

Dated this _____ **day of** _____ **2008.**

Signature

Title

Form C – Proposal Certification

Proposer Name:

The undersigned Proposer hereby certifies as follows:

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

Addendum	Issue Date
_____	_____
_____	_____

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

C.3 That the Proposer's Proposal consists of the following:

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

C.4 That the Proposer's Proposal is valid for 120 days.

Dated this _____ day of _____ 2008.

Signature

Title

Form D – Non-Collusion Certificate

Proposer Name:

The undersigned Proposer hereby certifies as follows:

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

Dated this _____ day of _____ 2008.

Signature

Title

Form E – Contractor Questionnaire

Yes - No

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

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

Company: _____

Address: _____

Name: _____
(please print)

Title: _____
(please print)

Signature: _____

Date: _____

Form F – Certificate of Ownership

Proposer Name:

The undersigned Proposer hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Proposer'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 _____ 2008.

Signature

Title

Form G – Proposer Optional Information

Proposer Name:

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

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

WMBE Status:

Certification:

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

WMBE Certification No. _____
DBE Certification No. _____

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

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

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

Is Proposer at least 51% minority owned? Yes No

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Form H – Proposer Qualifications, Representations and Warranties

Proposer Name:

The undersigned Proposer hereby certifies as follows:

- H1 Taxes and Liens** - Proposer has no unsatisfied tax or judgment lien on record.
- H2 Subcontractors** – Proposer submits as Attachment 4 to this Proposal Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Proposer shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- H3 References** – The City will enter into an agreement only with a Proposer(s) having a reputation of satisfactory performance. The Proposer’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. Proposer provides information for two clients, other than the City of Prescott, that presently contract with Proposer for similar goods or services:

Reference #1

Firm Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____

Reference #2

Firm Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____

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

- H4 Proposer’s Examination** - Proposer 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. Proposer 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. Proposer 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. Proposer 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 Proposal.

Dated this _____ day of _____ 2008.

Signature

Title