



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

Bid 10ADM0016
Pest Control Services

The City of Prescott is soliciting bids for a 3-year contract for window washing services for city-owned and operated buildings. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, November 5, 2009, at the time and place indicated in Section 2.2.

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1.0 Scope of Work

- The contractor shall furnish all labor, supervision, equipment, tools, parts and materials, as necessary, to provide window washing services as described herein. The contractor may request annual escalation based on the PPI for Arizona/Yavapai County.
- All cleaning solutions shall be applied according to the manufacturer's specifications. Contractor shall provide the most current MSDS (Material Data Safety Sheet) to the Facilities Department for product in use.
- All work shall be coordinated with each designated building contact. A list of contacts shall be provided to the Contractor prior to beginning work on the contract.
- The City will not be responsible for overtime costs. Bid prices shall apply to all work, regardless of when performed.
- Contractor shall prepare an invoice for each building, a copy of which shall be left on-site with the designated building contact.
- All products, materials and tools shall be used in such a manner as to prevent damage to floors, walls and equipment.
- All indoor services shall be rendered at such times as to not interfere with employees and other persons in the performance of their duties.
- All windows shall be washed inside and outside. Where necessary, screens shall be removed and replaced to facilitate cleaning.
- The City may add or remove buildings at its discretion.
- There will **NOT** be a pre-bid meeting for these services. Contractors are strongly encouraged to familiarize themselves with the buildings in order to provide a knowledgeable bid.
- Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work prescribed in this bid.
- Vendor shall provide Material Safety Data Sheets to each location.
- Not all buildings listed will utilize this contract – facilities highlighted in yellow MAY utilize the contract at their discretion (see 'Form B – Price Sheet' for list of buildings).

2.0 Solicitation Process Requirements

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

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

2.2 Schedule

- 2.2.1. **Solicitation Advertisement**
Sunday, October 18, 2009
- 2.2.2. **Bids Due (one (1) original and one (1) copy)**
Thursday, November 5, 2009 at 2:00 pm
Purchasing Manager - BID
201 S. Cortez St.
Prescott, AZ 86302
- 2.2.5. **Bid Opening**
Thursday, November 5, 2009 at 2:00 p.m.
City of Prescott
City Council Chambers

201 S. Cortez St.
Prescott, AZ 86302

2.3 Addenda and Bid Tabulations

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Any such addenda will be posted on the City's website at www.cityofprescott.net/business/bids. Bidders are responsible for checking the City website for any and all addenda to this solicitation, answers to questions posed by other Bidders, and related information. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement. Bid tabulations will be posted on the website with the corresponding solicitation when they become available.

2.4 Proprietary Material

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

2.5 Multiple Bids

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

2.6 Delivery of Bids

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

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

Dawn M. Foster, Purchasing Manager
City of Prescott
PO Box 2059
Prescott, AZ 86302

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

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

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

2.7 Cost of Bids

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

2.8 Errors in Bids

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

2.9 Withdrawal of Bids

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

Changes in Bids

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

- 2.10 Rejection of Bids
The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.
- 2.11 Disposition of Bids
All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.
- 2.12 Incorporation of Solicitation and Response in Agreement
This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.
- 2.12 Protests
Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and shall be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1241. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.
- 2.13 Bid Submittal
Bid (one (1) original and one (1) copy) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:
 - 2.18.1. Bid Form A - Bidder Response Cover Sheet
 - 2.18.2. Bid Form B - Price Sheet
 - 2.18.3. Bid Form C - Bid Certification
 - 2.18.4. Bid Form D - Non-Collusion Certificate
 - 2.18.5. Bid Form E – Contractor Questionnaire
 - 2.18.6. Bid Form F – Certificate of Ownership
 - 2.18.7. Bid Form G – Bidder Optional Information
 - 2.18.8. Bid Form H – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. Multiple Awards: The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City.
- 3.2. Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.
- 3.3. 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.
- 3.4. Schedule: Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall render the services as stated in the Contract. At the City's option, the Contractor's failure to timely perform may be cause for termination of the Contract. 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.
- 3.5. 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 of invoice and acceptance of the services. Payment periods will be computed from either the date of 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.

- 3.6. 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 services 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. Proprietary and Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
- 3.10. Indemnification: The Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents
- 3.11. Insurance: The Contractor shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated below:
1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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 - a. The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the

activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the City of Prescott.

- 3.12. 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.
- 3.13. 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.
- 3.14. 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.
- 3.15. 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.
- 3.16. 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.
- 3.17. 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.
- 3.18. 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.
- 3.19. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.20. 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.
- 3.21. 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.
- 3.22. 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.
- 3.23. 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.
- 3.24. 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.
- 3.25. Termination:
 - 3.25.1. 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.

- 3.25.2. 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.
- 3.25.3. 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.
- 3.25.4. 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.

3.26. Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

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

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random 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 the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

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

4.0 Standard Bid Information

- 4.1. Default by Bidder: In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. Cash Discounts: In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery.

For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

- 4.3. Litigation: The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.
- 4.4. 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.

5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Contractor Questionnaire: Bidder shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Bidder shall complete, sign, and submit Form F completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.7. Form G - Bidder Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.
- 5.8. Form H - Bidder Qualifications, Representations and Warranties
 - 5.8.1. Bidder shall complete and submit Solicitation Form H. Bidder shall provide additional information as required.

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

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number: _____

Description:.....

Please note all that apply:

- Annual Service Fees for All Buildings Specified.....\$ _____
- Addenda Number(s) Received (if any)
....._____
- Original Forms A through H plus one (1) photocopy

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Supplier Comments: _____

Form B – Price Sheet

Location Name	Address	Total Annual Site Cost	Frequency
City Annex (Bldgs. 100, 200, 300)	216 South Marina Street Suites 101 - 309	\$	Annually
Airport Administration	6546 Crystal Lane	\$	Annually
Fleet Maint. Central Garage	432 N. Virginia St., 86301	\$	Annually
City Hall	201 South Cortez Street	\$	Bi-annually
Old Clubhouse (Manzanita Grille)	1983 Clubhouse Drive	\$	Annually
Public Works	433 North Virginia Street	\$	Annually
Fire Station #1	333 White Spar Road	\$	Annually
Fire Station #2	1700 Iron Springs Road	\$	Annually
Fire Station #3	1980 Clubhouse Drive	\$	Annually
Fire Station #4	2747 Smoketree Lane	\$	Annually
Fire Station #5	315 Lee Blvd	\$	Annually
Engineering Services	430 North Virginia Street	\$	Annually
Manzanita Grille Restaurant	One Perkins Drive	\$	Annually
Legal Office	221 South Cortez Street	\$	Annually
Prescott Public Library	215 East Goodwin Street	\$	Bi-annually
Parks, Recreation & Library Administration	125 North Arizona Avenue	\$	Annually
Police Department	222 South Marina Street	\$	Annually
Prescott Activity Center	824 East Gurley Street	\$	Annually
Regional Dispatch Center	216 South Cortez Street	\$	Annually
Field Operations	2800 Sundog Ranch Road	\$	Annually
Waste Water Collection - Maint	1505 Sundog Ranch Road	\$	Annually
Waste Water Treatment Plant	1500 Sundog Ranch Road	\$	Annually
Water Production	1481 Sundog Ranch Road	\$	Annually
Garage on Granite – Elevator Shaft	135 South Granite	\$	Annually
Airport Wastewater Treatment Plant	2800 Melville Road	\$	Annually
ANNUAL GRAND TOTAL		\$	

Payment Terms: _____ Dated this _____ day of _____ 2009.

Signature

Title

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Addendum	Issue Date
_____	_____
_____	_____

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

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

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

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

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

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

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

Signature

Title

Form E – Contractor Questionnaire

Yes - No

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

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

Company: _____

Address: _____

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

Signature: _____ Date: _____

Form F – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

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

Signature

Title

Form G – Bidder Optional Information

Bidder Name: _____

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

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

WMBE Status:

Certification:

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

WMBE Certification No. _____
DBE Certification No. _____

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

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

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

Is Bidder at least 51% minority owned? Yes No

Ethnicity:

Asian American
 African American
 Hispanic

Native American
 White

Gender: Male Female

Form H – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Reference #1

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

Reference #2

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

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

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

Dated this _____ day of _____ 2009.

Signature

Title