



City of Prescott
 Purchasing Services
 216 S. Marina St., Suite 302
 Prescott, AZ 86303-3929

Bid 11AIR0010
 Airport Street Sweeper

The City of Prescott is soliciting bids from qualified vendors to provide (1) 2009 or newer street sweeper for the Prescott Airport. Sealed bids (one (1) original and one (1) copy) shall be received before 2:00 pm on Thursday, November 4, 2010 at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

2009 OR NEWER CHASSIS MOUNTED, LOW DUMP, REGENERATIVE AIR STREET SWEEPER FOR AIRPORT MAINTENANCE OPERATIONS Minimum GVWR 31,000 lbs

1. It is the intent of this specification to describe a Regenerative Air Street Sweeper. The unit shall be equipped with a blower system w/pick-up head, dumping hopper, pressurized water spray system and a dry dust control system. The Street Sweeper to be furnished under these specifications shall be a six-wheel type (two front wheels and dual rear wheels). The sweeper shall have a minimum material capacity of 6 cubic yards. The cab carrier for this sweeper is to be sufficiently rated to transport a full load of sweepings at speeds up to 55 mph. The cab shall be of conventional design. The sweeper shall be regularly listed as a manufacturer's current model and shall comply with standard specifications for the model offered. Unit(s) shall be new (unused), current standard production models completely serviced and prepared for customer delivery by a factory franchised dealer prior to delivery. Unit shall include all warranty (and extended warranty, if applicable) identification cards furnished to the trade in general in accordance with standard warranty policy. Each unit shall include the line-production sheet listing all components. The line-production sheet shall match the vehicle's serial number.
2. Any brand name or brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Any offer that proposes equal quality, design, or performance will be considered if the product offered is identified in the bid (including sufficient technical information) and determined by Fleet Services Department to be equal in all material respects to the brand name product referenced in the solicitation. Decisions of functional equivalency will be at the sole interpretation and discretion of the City. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.

The dimensions, capabilities, weights, and gauges stated in the written Specifications are to be considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength, fit, or purpose.
3. The equipment supplied shall be a standard model of a manufacturer with experience in the production of **airport-grade chassis mounted regenerative air street sweepers** outfitted as necessary to meet the requirements of the Specifications. All workmanship and materials shall be of good quality and design.
4. This equipment will be used in elevations from 4,500 to 7,500 feet and in ambient temperatures from -10 to 115 degrees F. The equipment must operate normally throughout this range of conditions.
5. The equipment supplied shall conform to all applicable [Federal Aviation Administration](#), OSHA, FMVSS, EPA, Arizona Department of Environmental Quality, Arizona State Motor Vehicle laws/regulations and to all other industry standards in effect at the time of delivery.
6. Each component of the equipment bid shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
7. All equipment associated with this purchase must be delivered to the City of Prescott within 180 days for contract award. The Fleet Services Department may authorize an extension of the delivery date.

Liquidated damages in the amount of \$100 for each normal workday (Monday through Friday) shall be levied against each piece of equipment that is delivered after the established delivery date. Officially recognized state and federal holidays will not be considered normal working days. The City of Prescott will deduct such damages from the dealers invoice **before making payment**. Dealers will not be held responsible for Force Majeure delays provided that the Fleet Support Services Division is notified in writing in a timely manner.

Specification	Meets	Explain Deviation
CHASSIS		
The chassis shall be 4 x 2, diesel powered chassis with conventional cab . The GVWR shall be spread over two axles and legally load to 31,000 lbs. GVWR <i>minimum</i> (using the bridge formula and axle-loading laws). The GVWR shall be identified in the cab or on the door as the final complete certification label (minimum rating).		
Wheel base – 173" or approved alternate		
Turning Diameter – 50' curb-to-curb		
GVWR – 31,000 lb. (min)		
State Model and Truck Manufacturer: <i>Preferred Make and Model is a Freightliner M2-106</i>		
FRAME & RELATED ITEMS		
Heat-treated alloy steel, (50,000-psi yield) minimum		
2 front tow hooks, frame mounted		
State Frame Height Empty:		
State Frame Height Loaded:		
FRONT AXLE & SUSPENSION		
I-Beam design rated at 10,000 lb minimum.		
<i>Maximum</i> wheel cut shall be installed. Minimum wheel cut acceptable shall be 50 degrees.		
Leaf springs: 10,000 lb. capacity (min.), multi-leaf spring.		
Heavy-duty shock absorbers.		
State Manufacturer & Model		
BRAKING SYSTEM		
Brakes shall be dual air system (w/ABS) conforming to FMVSS 121.		
Front: Meritor Q-Plus, 15" x 4" cam-type air brakes.		
Rear: Meritor Q-Plus, 16.5" x 7" cam-type air brakes.		
Disc brakes are acceptable		
Parking brakes: double diaphragm, spring apply, air release on rear axle with stroke indicators.		
Spring brake chambers (30") shall be arranged to provide maximum available ground clearance without limiting suspension system travel. Spring brake chamber shall not extend beyond rear tires.		
Air receiver shall be manufacturer's standard with three tanks or compartments for wet, primary, and secondary.		
Air tank drain valves: Horton Expello automatic moisture ejector on the wet tank (w/heater). A manual drain valve with lanyard shall be installed on all other tanks.		
Shrader valve shall be located near the ft. bumper for attaching to outside air source for pressurization of air system.		
Rear dust shields.		
Automatic slack adjusters: Meritor (or approved equal) front and rear.		
Air dryer: Air dryer Bendix AD-SP or equivalent, mounted on outside frame rail.		
Air compressor: Midland or Bendix 15.2 CFM.		
STEERING		
Power steering: Variable ratio with dual operator's controls, no cross-shaft steering mechanisms acceptable.		
Tilting and telescoping steering column.		

Specification	Meets	Explain Deviation
DRIVELINE		
Main shaft: 1710HD series Spicer with full-round end yokes.		
Nylon-coated slip-joint splines.		
EXHAUST		
Single, horizontal muffler, vertical tailpipe, bright finish steel with guard and chrome tip-out tail pipe, cab mounted, right side.		
Upper end of stack shall terminate with an angle cut to prevent entry of rain (Riker A500 or equal). A rain cap is NOT ACCEPTABLE.		
Noise shall not exceed 80 dba inside the cab with windows closed. The noise level will be measured at 1,800 RPM at normal road speed.		
Horizontal installation is acceptable.		
ELECTRICAL		
Electrical system shall be 12-volt, negative ground.		
Alternator: 12-volt, 90-amp minimum w/min 35-amp output at idle speed.		
Batteries: two, maintenance-free type, 1500 CCA@ 0 degree F.		
Battery cables: sealed terminal design Ground cable shall terminate at the cranking motor.		
Battery shut-off switch mounted in cab outboard of driver's seat.		
Positive post for jump starts including dust caps.		
Starter: engine manufacturer's heavy-duty system with over crank protection.		
Voltage drop at cranking motor shall not exceed .075 volts at 100 amps. (SAE J541A).		
Main panel circuit breakers are <i>preferred</i> : Fuses are acceptable for radios and printed circuit boards requiring precise circuit protection not available through circuit breakers.		
Flasher unit: heavy-duty transistor type.		
Halogen headlamps with daytime running lights.		
Back-up Alarm: designed to come on when vehicle is put into reverse. 100 dba.		
Manufacturer's standard lighting (exterior and interior) shall conform to FMVSS 108.		
ENGINE – PRIME MOVER		
Engine to be current model production and meet Federal Emission Compliance. Engine to be certified in all 50 states for 2007 emissions.		
Four cycle CUMMINS ISB, Diesel w/ min. 240 hp. Torque - 560 ft. lbs. @ 1,600 RPM.		
Horton HTS--automatic on/off-type with normally closed temperature control.		
Air cleaner: dry-type with two elements (primary and safety) and dash-mounted filter-minder indicator.		
Oil filter(s) shall be engine manufacturer's standard paper element, full flow.		
Magnetic drain plug shall be installed in the crankcase.		
Electronic engine controls shall include safety shutdowns with both audible and visible warning indicators for:		
a. High-coolant temperature--warning and shutdown.		

Specification	Meets	Explain Deviation
b. Low-coolant warning—audible and visual; no shutdown.		
c. Low-oil pressure—warning and shutdown.		
COOLING SYSTEM		
Cooling system shall be manufacturer's maximum possible system for engine/chassis combination.		
Engine block heater: 120 volt, 1,250 watt with receptacle mounted near driver's door (street side of cab).		
All hoses conveying coolant shall be silicone (With constant torque silicone hose clamps). <i>preferred</i>		
Charge air cooler (if equipped) shall be shock mounted to the radiator.		
TRANSMISSION		
Allison automatic World Transmission or equivalent with minimum five (5) forward and one (1) reverse speed.		
Transmission oil cooler.		
Transmission shift patterns illuminated for night use.		
If equipped with Allison transmission, unit shall filled with Allison Transynd fluid.		
REAR AXLE & SUSPENSION		
Drive axles shall be full-floating, single-reduction type.		
21,000-lb. (minimum) GAWR axles installed (<i>preferred</i> axle shaft diameter 2.25 in/5.7 cm at the spline).		
Magnetic drain plugs shall be installed in the differentials.		
Startability in first gear shall be 30% minimum on flat dry level and stable dirt surface:		%
Road Speed - 60 mph:		mph
Sweeping Speed – 15 to 20 mph		
State make and Model of drive axles bid:		
FUEL SYSTEM		
Single Tank - 50 gallons. Fuel tank shall not interfere with mounting of ancillary equipment.		
Fuel water separator: Racor 490RP with sight bowl, heat element, and primer pump.		
CAB		
The hood shall be sealed or shielded wherever it meets the cab and rear fender skirt to prevent water and dust from traveling through to the cab.		
Fender wells shall be sealed or shielded sufficiently to prevent water and dust from entering the engine compartment.		
Cab equipment shall include but not be limited to:		
Maximum padding of compartment interior to reduce noise and increase operator comfort		
Driver seat: Air, high-back, with adjustable lumbar support, and head rests.		
Passenger seat: Same as above.		
3-point, over-the-shoulder seat belts shall be installed for both driver and passenger.		
Radio: Minimum AM-FM, factory installed, manufacturer's base model with clock.		
Power Adapter/Outlet		
Dome light: manufacturer's standard.		
Air conditioning: factory installed, R134A.		

Specification	Meets	Explain Deviation
Heater/defroster: factory installed, fresh air, 30,000 BTU, minimum.		
Cab mounted dual air horns with single-pedestal Mounting preferred.		
Mirrors: Dual powered 6" x 16" West coast type mirrors with separate convex lowers (stainless steel head and arms). Mirror mounts shall include anti-vibration bracing. Mirrors shall be equipped with electric deicing capabilities.		
Mirrors: Two fender-mounted (one each ft. fender) 8" parabolic mirrors (Prefer 12" or largest available)		
Wipers: Two speed windshield wipers with intermittent feature		
Windshield washers: wet arms with 5-quart capacity reservoir.		
Tinted glass all around.		
Dual sun visors.		
Assist handles on both sides.		
Factory maximum cab-silencer package to reduce DBA.		
Ignition and door keys (5 sets).		
Power window (both sides).		
Cup holders (2 ea min.).		
Cab interior shall be gray.		
Manufacturer's standard controls and instruments shall include but not be limited to:		
Speedometer/odometer.		
Tachometer.		
Engine hour meter configured to record hours only when the engine is actually running with separate meters for main engine and auxiliary engine		
Engine coolant temperature gauge.		
Air cleaner indicator.		
Fuel-quantity gauge.		
Voltmeter or ammeter.		
12 Volt power hook-up for auxiliary items.		
Cruise Control – full range of travel and sweeping Speeds.		
Airbrake System Monitoring: 2 dual needle gauges. One gauge shall indicate system pressure for primary and secondary systems. The second gauge shall indicate application pressure for primary and secondary systems.		
A bezel-mounted indicator light shall be installed and labeled to indicate when the parking brake is engaged.		
Dual steering stations, throttle pedals, brake pedals and turn signals with dual dash instrumentation.		
Center mounted sweeper console controls convenient for both left and right-hand operation. "Hopper-Full" indicator and "Dump" switch to be console mounted.		
Broom hour meter indicating actual broom operating time.		
Water fill gauge for spray system, mounted for easy viewing from both operators' positions (left and right side).		
CAB AND CHASSIS PAINT		
The basic cab/hood/fenders shall be painted "White", require (1) can of touch up paint.		
All wheels (including spare wheels) shall be painted gloss black (unless aluminum).		

Specification	Meets	Explain Deviation
The truck frame and all underbody components (pick-up head, gutter broom) shall be painted gloss black except for corrosion resistant aluminum components.		
No surface of the cab, chassis, or body shall be left unpainted except for corrosion resistant aluminum components.		
A trim stripe no less than 8 inches in height running the length of each side and the back of the unit shall be painted or graphic material in ORANGE color and shall be retro-reflective meeting ASTM-D 4956-09, <i>Standard Specification for Retroreflective Sheeting for Traffic Control</i> , Type III & above		
WHEELS & HUBS		
Hub-piloted wheels.		
6 each wheels (plus 1 ea. spare tire and wheel), hub piloted steel, disc-type, 11R X 22.5L-load range G tires, 10 stud, 11.25" bolt circle.		
Oil lubricated hubs: all axles, (Stemco oil seal assembly, including hub, plug-type window and Guardian seal).		
TIRES		
Tubeless radial, 11R22.5, LR-G 4 each on rear.		
Tubeless, radial, 11R22.5, LR-G 2 each on front		
Tubeless radial, 11R22.5, LR-G 1 each - spare.		
HYDRAULIC SYSTEM		
Pump (piston or gear type) rated for work and driven by Aux. Engine.		
5-micron return in-tank filter		
In tank suction side screen.		
Hydraulic fluid level sight gauge on tank.		
All hydraulic fittings to be min. 37 degree J.I.C. or Parker flat-faced o-ring.		
All hydraulic hoses shall be premium grade hoses.		
Hydraulics system shall supply power on-demand to all components. System and reservoir to be of sufficient size to operate all functions simultaneously, without impeding machine operation.		
Hyd. tank shall include a manual shut off valve for suction hose.		
Maximum Pressure: 2,500 psi		
Filter: 10 micron, spin-on		
Protection: Pressure relief valve		
Auxiliary hydraulic system shall be furnished and shall electrically operate the hydraulic system without running the auxiliary engine.		
GUTTER BROOM		
Shall be equipped with two gutter brooms 1 located on the right side and 1 located on the left side of the unit. Broom shall be direct hydraulic drive and lift.		
42" min. diameter.		
Minimum 4-segment broom head shall be bolt on only		
Broom shall consist of replaceable metal segments. Segments shall be easily replaceable with minor hand tools. Poly segments must be available for separate purchase		
Broom plate shall be metal, with a wear edge for curb contact.		

Specification	Meets	Explain Deviation
Shall have constant forward speed, which is variable and cab controlled		
Shall be free floating with full sideways oscillation.		
Shall be fully adjustable for pressure and wear, with air, electric, or hydraulic operated pressure controls located in the cab.		
Gutter broom shall be held in the up-transit position by the use of an electric lock-valve attachment. An adjustable flow control valve shall regulate upward motion of the broom.		
AUXILIARY ENGINE		
Type: Diesel In-line 4-cylinder		
Aspiration: Turbocharged Diesel		
Horsepower: 99 min.		
Make:		
Model:		
Air Cleaner: Centrifugal pre-cleaner; dry-type w/ dual safety elements and restriction indicator		
Oil Filter: Full-flow/Spin-on		
Safety Shutdown: Three point; automatic		
Throttle Control: Electronic		
Shall have an electric starter with switches that enable the engine to be started or stopped from either the aux. engine control panel or the cab of the sweeper. <i>Note: this starter system must be furnished with a safety cut-off that will disable the starter portion of the switch in the cab when the aux. engine is running.</i>		
Shall have an oil pressure gauge, water temperature gauge, tachometer and throttle control located both in the cab of the sweeper and the aux. engine control panel.		
Aux. engine shall acquire electrical power from the cab/chassis batteries and fuel from the cab/chassis fuel system.		
DEBRIS HOPPER		
Volumetric Capacity: 7.0 cu. yd.		
Material Capacity: 6 cu. yd.		
Material: shall be constructed from stainless steel or approved alternate with 5 year warranty		
Abrasion protection package shall be furnished and cover: hopper screen, wall liners, suction nozzle line, pressure wear pads and H.D. pressure hose.		
Hopper screen for chip seal/milling consisting of 1/4" mesh high carbon steel woven wire shall be furnished		
Hopper shall be airtight through use of molded rubber seals on all doors and openings. No foam rubber.		
Dust Separator: Self-cleaning centrifugal		
Dump Door: Open/close/lock hydraulically		
Inspection Door: 1 on each side of the hopper		
A hopper full sensor shall be installed in the hopper. This sensor shall indicate, on the control panel inside the chassis, to the operator in the cab when the hopper is full.		
Hopper shall be either side or rear discharge, behind rear axle only		

Specification	Meets	Explain Deviation
All Hopper controls shall be within the cab and readily accessible to the operator in either the right or left driving positions.		
Hopper drain system shall be included		
Minimum 8 foot long, 8" diameter Auxiliary Hand Hose with Auxiliary Hydraulic Boom Assist with 52" long metal nozzle. Auxiliary Hand Hose 2 additional 52" Metal Nozzle Extensions shall be provided		
Shall be equipped with an exterior dump control switch on the exterior of the hopper.		
WATER SYSTEM		
Minimum water tank capacity - 220 gallons.		
Water tank shall be constructed of corrosion resistant polyethylene or acceptable equivalent and have a 5-year warranty.		
Water pump: 12 volt constant rate and capable of supply all heads at once. Note: if a centrifugal pump is supplied, it must be capable of running dry without damage.		
Water system shall have a low water sensor that shuts off power to the water pump and illuminates a light in the cab to inform the driver of the low water condition		
Water fill 2-1/2" minimum. 25 foot long fill hose attached with a 2.5" female NST coupling on hydrant end. Water fill hose shall be stored in a receptacle as close as possible to the water tank fill inlet. Water fill hose shall include a stainless 100 mesh cleanable filter.		
Water system shall include an 80-mesh filter located at the tank inlet and an 80-mesh filter located at the tank outlet. Both filters shall be either replaceable or cleanable.		
Water system shall have electric solenoid water control valves that are controlled from inside the cab.		
Water spray nozzles located: Pick-up head: 4 ea. outside p/u head for easy maintenance Gutter Broom: 2 ea. Inside Hopper: 2 ea. Front Bumper: 4 ea.		
Hi/Low pressure wash down system, hi pressure, low volume wash down hose, a CAT 290 water pump or equal, a wand with trigger controls and (2) two interchangeable lance lengths 36" & 48"		
Shall be equipped with Hopper Deluge wash down system with high volume nozzles which attach to a fire hydrant to flush the hopper shall be furnished and shall include quick disconnect fitting on nozzles, filler hose, and hydrant wrench.		
BLOWER SYSTEM		
Type: Turbine		
Diameter: 32.75"		
CFM: 12,000		
Number of Blades: 10 <i>preferred</i>		
Drive: Direct via a banded power belt <i>preferred</i>		
Housing Lining: Bolt-in corded rubber <i>preferred</i>		
Bearings: 2 greaseable sealed bearings <i>preferred</i>		
Sound Suppression System: Maximum available		

Specification	Meets	Explain Deviation
PICKUP HEAD		
Shall be fabricated from steel and spring balanced w/a minimum dimension of 87" x 27"		
Shall be equipped with a Poly Broom Assist Head		
Shall be equipped with a pressure inlet port and hose. Minimum diameter of 14".		
Shall be equipped with a suction port and suction port hose. Minimum diameter of 12.75". Suction hose w/3/8" wall.		
Head shall have replaceable seals.		
Head shall have replaceable, adjustable, side-mounted carbide runners.		
Suction hose shall contain a "quick-disconnect" for easy removal of debris in the suction side of the head.		
Controls: Hydraulic raise and lower from cab		
Shall be able to sweep in forward and reverse without causing damage to any sweeping component		
Blast orifice flange shall be bolt-on design so that the flange is easily replaced and shall have slots so max blast orifice gap is easily adjusted without removing head from sweeper.		
Head shall be equipped with two inch wide side mounted carbide runners to extend head life. Runners shall be warranted for 2 years / 2000 hours.		
Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum light debris sweeping. Control shall be cab mounted.		
Optional full width Electro-Magnet Bar (if offered) shall be included		
CHASSIS LIGHTING		
Shall conform to Arizona State Motor Vehicle Laws and Federal Motor Vehicle Safety Standards (FMVSS)		
ADDITIONAL LIGHTING		
The additional lighting specified shall be controlled from a central control console/panel		
Below describe each of the three positions on panel required. Starting from the left and moving right.		
Top LED Light Bar: Legend: "Top Beacons" Legend light: Continuous. Indicator light color: Red. Indicator light function: On when top LED light bars are energized. Switch: Dedicated light control panel to allow user to select which lights to operate.		
Additional Warning lights Legend: "Side Markers" Legend light: Continuous. Indicator light color: Amber. Indicator light function: On when top beacons are energized. Switch: Dedicated light control panel to allow user to select which lights to operate.		

Specification	Meets	Explain Deviation
<p>Front Work Lighting: Legend: “Front Work Lights” Legend light: Continuous. Indicator light color: Green. Indicator light function: On when work lights are energized Switch: SPST rocker.</p>		
<p>Rear Work Lighting: Legend: “Rear Work Lights” Legend light: Continuous. Indicator light color: Green. Indicator light function: On when work lights are energized Switch: SPST rocker.</p>		
<p>Left Gutter Broom Work Lighting: Legend: “Left Gutter” Legend light: Continuous. Indicator light color: Green. Indicator light function: On when lights are energized Switch: SPST rocker.</p>		
<p>Right Gutter Broom Work Lighting: Legend: “Right Gutter” Legend light: Continuous. Indicator light color: Green. Indicator light function: On when work lights are energized Switch: SPST rocker.</p>		
<p>(2) LED light bars (Amber in color) - Federal Signal Highlighter LED mini light bar model 454201-25 or equivalent - shall be supplied by the Contractor and installed. One bar will be mounted centered on the cab, the other mounted on the debris body at the rear of the truck. Lights will be controlled from a light control panel located on the center control panel. Must be direct-wired (minimum 15 ft) and permanently mounted. <i>Preferred Light bars should have peak intensity within the range of 40 to 400 candelas (effective) from 0° (horizontal) up to 10° above the horizontal and for 360° horizontally. From 10° to 15° above the horizontal plane, the light output should be 1/10th of peak intensity or between 4 and 40 candelas (effective). Lights should flash at 75 ± 15 flashes per minute.</i></p>		
<p>(6) LED perimeter warning lights (Amber in color) – Federal Signal IMPAXX model IPX300-2 or equivalent - shall be supplied by the Contractor and installed. Two flashers will be mounted on the front bumper. Two flashers will be mounted on the rear of the debris body at the rear of the truck. One flasher will be mounted on each side of the cab just forward of the doors.</p>		
<p>Rear Auxiliary Work Lights (2 ea); one on each side; lights will be installed and aimed to illuminate each side of the rear of the unit for night time operation. 55-watt 4” dia. w/shielding</p>		
<p>Front Auxiliary Work Lights (2 ea); one on each side) lights will be installed and aimed to illuminate each side of the front of the unit for night time operation. 55-watt 4” dia. w/shielding</p>		

Specification	Meets	Explain Deviation
Gutter Broom Work Light (4 ea) two on each side; lights will be installed and aimed to illuminate the gutter broom for nighttime operation. 55-watt 4" dia. w/shielding		
Work lights shall be adjustable and aim-able. All work lights shall be controlled from a switch mounted on the center console, clearly labeled and lighted for night time operation.		
Directional LED arrow mounted on the rear – Whelan arrow stick model TA1252L, or equal. Sign shall be controlled from the cab.		
SWEEPING PERFORMANCE		
Unit shall meet or exceed the following performance tests:		
Test area shall be paved surface, a minimum five feet (5') in width and sixty feet (60') in length.		
At a speed of six (6) mph, the sweeper shall pick-up and retain a minimum of 95% of 1.5 to 2.5 mm sand spread evenly over the test area at .25-pounds per sq. ft.		
At a speed of six (6) mph, the sweeper shall pick-up and retain a minimum of 95% of pea gravel spread evenly over the test area at .25-pounds per sq. ft.		
At a speed of three (3) mph, the sweeper shall pick-up and retain a minimum of 95% of pea gravel spread evenly over the test area at .25-pounds per sq. ft.		
At a speed of three (3) mph, the sweeper shall pick-up and retain a minimum of 95% of misc. litter spread evenly over the test area. Misc. litter shall consist of a minimum of 1 each of the following items: standard 8 1/2" x 11" sheet of paper, plastic cup, rolled newspaper, soft drink can, one liter soft drink bottle, and a tree limb at least 13" in length and 1/2" in diameter.		
Sweeper will not leave debris trails when making normal maneuvers.		
OPTIONAL EQUIPMENT		
Rear view camera system with in cab display \$ _____		
: \$ _____		

Additional REQUIRED EQUIPMENT
Aviation Radio: (1) ICOM IC-A210 VHF Air Band Transceiver w/vehicle mount with antenna and wire assembly (mounted) : \$ _____
(1) 20 B:C fire extinguisher (mounted): \$ _____

STATEMENT OF WEIGHT ESTIMATES. Provide weight estimates within a tolerance of +/- 3% for the chassis weight as configured by the Specification with a 190-pound driver and full fuel tank.

Front Axle: (Tare)	lbs.
Front Axle: (Loaded)	lbs.
Rear Axle or Tandem (Tare)	lbs.
Rear Axle or Tandem (Loaded)	lbs.
Total Tare:	lbs.

Total Gross Weight	lbs.
Payload Capacity:	lbs.

IMPORTANT NOTE: The Gross Vehicle Weight Rating (GVWR) shall be furnished and identified by a decal in the cab or on the inner door frame as the final complete certification label (minimum rating).

The Gross Combined Weight Rating (GCWR) shall be furnished and identified by a decal in the cab or on the inner door frame to indicate approved weight that can be towed.

HEIGHT. State height from ground to top of frame at centerline of rear axle (tandem):

Loaded: _____ in.

Unloaded: _____ in.

WARRANTY PERIOD:

24 month/150,000 miles - full coverage: Yes _____ No _____

COVERAGE:

100% parts furnished: Yes _____ No _____

100% labor furnished: Yes _____ No _____

Please spell out any additional coverage: _____

Body Corrosion Warranty (specify years and miles): _____

Deductible: Bidder to state deductibles (if any) for each service occasion: _____

Is an extended warranty available? If so, describe and state cost of each:

Item	Warranty	Cost & Years or Months

ADDITIONAL WARRANTY INFORMATION

COMPONENT	HOURS	MONTHS	MILES	KILOMETERS
ELECTRICAL				
BATTERY				
ALTERNATOR				
STARTER MOTOR				
ENGINE				
COOLING SYSTEM				
ENGINE ACCESSORIES				

COMPONENT	HOURS	MONTHS	MILES	KILOMETERS
FAN CLUTCH				
EXHAUST				
FRAME				
FUEL SYSTEM				
INSTRUMENTATION				
LIGHTING				
PAINT				
STEERING				
POWER-STEERING PUMP				
GEAR BOX				
HYDRAULIC CYLINDERS				
SUSPENSION FRONT				
SHOCKS				
SUSPENSION REAR				
SHOCKS				
TIRES				
TRANSMISSION				
WHEELS				
AIR CONDITIONING				
HEATING				
AXLE FRONT				
DRAG LINKS				
SEALS				
TIE RODS				
BEARINGS				
BRAKES				
ABS				
AIR COMPRESSOR				
AIR DRYER				
AIR SYSTEM				
AIR TANK				

COMPONENT	HOURS	MONTHS	MILES	KILOMETERS
BRAKE CHAMBERS				
BRAKE LINING				
CALIPERS				
DRUMS/ROTORS				
HYDRAULIC SYSTEM				
MASTER CYLINDER				
PARKING BRAKE				
SLACK ADJUSTERS				
WHEEL CYLINDERS				
CAB				
CHASSIS				
CLUTCH				
DRIVE LINE				
CENTER BEARING				
U-JOINTS				
USE ADDITIONAL LINES BELOW TO ADD OTHER PARTS NOT LISTED PREVIOUSLY.				

WARRANTY REPAIR FACILITY. If the bid you are submitting will be to provide warranty repairs at an authorized dealer within a 50-mile radius of 430 N Virginia Street Prescott, Arizona, initial here to acknowledge: _____

Name and location of the service and warranty dealer:

Dealer Name: _____
 Address: _____
 City: _____
 Phone/Fax: _____

SUB CONTRACTORS. All Sub Contractors involved in the completion of this bid must be listed. Each Sub Contractor shall include two (2) sets of parts/service manuals for items installed. **In order for a vehicle to be accepted, these items must be provided at the time of delivery:**

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
System/Parts Installed: _____

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
System/Parts Installed: _____

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
System/Parts Installed: _____

2.0 Solicitation Process Requirements/Tentative Timeline

2.1 Communications with the City

All communications regarding this solicitation must be directed to the City's Buyer. The City's buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager
City of Prescott
Purchasing Services
Fax: 928-777-1241
e-mail: dawn.foster@prescott-az.gov

Unless authorized by the City's Buyer, 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 City's Buyer. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

2.2 Schedule

Solicitation Advertisement		Sunday, October 17, 2010
Bids Due	Time:	Thursday, November 4, 2010 at 2:00 pm
	Location:	Purchasing Manager 201 S. Cortez St. Prescott, AZ 86302

2.3 Questions and Requests for Addenda

Bidders 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 Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4 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 posted to the City website at www.cityofprescott.net/business/bids.

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.

2.5 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.

2.6 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.

2.7 Delivery of Bids

Sealed bids (one (1) original and one (1) copy) must be received at the Office of the Purchasing Manager no later than the date and time listed in Section 2.2.

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

Dawn 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 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 due.

The City shall not consider late bids, telegraphic (fax) or telephone bids.

Bidder is solely responsible for ensuring that bid(s) 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.

2.8 Cost of Bids

The City shall be 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Rejection of Bids

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

2.13 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.

2.14 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.

2.15 Protests

Any protest of the solicitation process must be filed by 5:00 p.m. on the third business day after solicitations are opened. 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 Bidder(s). The City will not consider any protest based on items that 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.

2.16 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:

- 1) Bid Form A – Solicitation Response Cover Sheet
- 2) Bid Form B – Price Sheet
- 3) Bid Form C - Certification
- 3) Bid Form D - Non-Collusion Certificate

- 4) Bid Form E- Contractor Questionnaire
- 5) Bid Form F – Certificate of Ownership
- 6) Bid Form G – Bidder Optional Information
- 7) Bid Form H – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

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.
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. **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.
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.
5. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
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.
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.
8. **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
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.
10. **Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's 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.
11. 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.

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.
13. **Diversity:** The City encourages the Contractor to employ a workforce reflective of the region's diversity.
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.
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, bids, estimates, or bids 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.
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.
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.
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.
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: **(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; **(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)** 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 (1) and (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.

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.
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.
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.
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.
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.
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.
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.
27. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
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.
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.
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.
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.
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.
35. **Termination:**

35.1. 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.

35.2. 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.

35.3. 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.

35.4. 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.

36. 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 Bid Information

4.1 Default by Bidder

In case of default by the Bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the Bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

4.2 Cash Discounts

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery.

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

4.3 Warranty

Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.4 Litigation

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

4.5 Cooperative Use of Contract

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

4.6 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Solicitation 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 C - Bid Certification

Bidder shall complete, sign, and submit Form B

5.3 Form D - Non-Collusion Certificate

Bidder shall complete, sign, and submit Form C.

5.4 Form E - Contractor Questionnaire

Bidder shall complete, sign, and submit Form D.

5.5 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.

5.6 Form G - Bidder Optional Information

Form F 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 F.

5.7 Form H - Bidder Qualifications, Representations and Warranties,

- 5.7.1 Bidder shall complete and submit Solicitation Form H. Bidder shall provide additional information as required.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 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.
- 5.7.5 Bidder shall provide (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: 11AIR0010

Description:..... Airport Street Sweeper

Please note all that apply:

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

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Supplier Comments: _____

Form B – Price Sheet

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
- Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.25). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
- Additional Materials attached (describe--attach additional pages if needed)

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Regenerative Air Sweeper** to the City of Prescott at the price(s) stated below.

Description	Unit Cost	Initial Qty	Extension
Sweeper, per specifications	\$	1	\$

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs

Payment terms (not less than net 30 days): _____

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.24?

Yes No (A "no" answer will not disqualify your bid.)

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, appendices, attachments and the following Addenda (if applicable) in their entirety 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 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

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

Dated this _____ **day of** _____ **2010.**

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Dated this _____ day of _____ 2010.

Signature

Title

Form E – Bidder 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 bids?
- 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

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

Company: _____

Address: _____

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

Signature: _____ Date: _____

Form F – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Dated this _____ **day of** _____ **2010.**

Signature

Title

Form G – Bidder Optional Information

Bidder Name: _____

Bid Form F 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 F.

Affirmative Efforts to Utilize WMBEs – The City encourages the utilization of woman- and minority-owned businesses and the participation of such businesses in City solicitations. 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 G 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 shall provide 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 City of Prescott standard terms and conditions, 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 proposed.

Dated this _____ day of _____ 2010.

Signature

Title