



City of Prescott
Purchasing Services
201 S. Cortez Street
Prescott, AZ 86301

Invitation for Bids

Water Works Supplies

Bid 11WPD0044

The City of Prescott is soliciting bids for an annual contract with two one-year renewal periods for the purchase of Water Works Supplies. Sealed bids will be received at City of Prescott Purchasing Services, 201 S. Cortez Street, Prescott, AZ, 86301, until and opened at 2:00 P.M., Thursday, March 31, 2011 at the time and place indicated in Section 2.2 of the Bid Documents. Any bid received after 2:00 pm on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott.

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1.0 Solicitation Specifications

It is the intent of the City of Prescott to request bids for the purchase of Water Works Supplies for maintaining the Water Distribution system. This Contract shall be for a period of one-year. The parties may, by mutual consent, extend this contract under the same terms and conditions herein, except for unit costs to be charged by the Contractor for two additional one-year terms. The contract shall commence on the date the contract is executed.

- 1.1. The City of Prescott intends to establish a term contract to fulfill the City's requirement for Water Works Supplies. It is anticipated that the City will award multiple contracts to fulfill the requirements. The City has an on-going requirement for the items listed. Supplies will be ordered on an "as needed" basis. Quantities listed are a sample for the purpose of evaluation. The City of Prescott's annual requirements are estimated to be \$96,000. Actual quantities ordered may vary. Refer to Form B for Specifications and List of Items.
- 1.2. **Samples.** Samples of items, when requested, must be submitted within 10 days. Samples shall be furnished at no expense to CITY and shall be identified as to the supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at the Bidder's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date. CITY shall be the sole judge of whether the samples submitted meet the specifications.
- 1.3. **Current Products.** Supplies and materials Bid shall be of current design and meet specifications. Bidder must identify the manufacturer of each product being Bid. Bidder should supply all information necessary for CITY to determine (a) whether the product Bid meets the requirements of the specifications, and (b) exactly what the Bidder proposes to furnish.
- 1.4. **New Products.** All products Bid must be new, not previously used or owned.
- 1.5. **Brand Name.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any Bidder but is only enumerated in order to advise potential Bidders of the requirements of CITY. Any Bid, which proposes equal quality, design or performance, will be evaluated.
- 1.6. **Warranty (Period of Time).** Each Bid must provide a manufacturers warranty/guarantee against defects in materials, workmanship and/or performance for all items.
- 1.7. **Health and Safety.** All items to be supplied hereunder by Bidder shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

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
Fax: 928-777-1241

E-mail: dawn.foster@prescott-az.gov

2.2 Schedule

2.2.1. **Solicitation Advertisement**

March 13, 2011

2.2.2. **Bids Due (one (1) original and one (1) copy)**

Thursday, March 31, 2011 before 2:00 pm
City of Prescott Purchasing Services
201 S. Cortez Street
Prescott, AZ 86301

2.2.5. **Bid Opening**

Thursday, March 31, 2011 shortly after 2:00 p.m.
City of Prescott Council Chambers
201 S. Cortez Street
Prescott, AZ 86301

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
Purchasing Services
201 S. Cortez Street
Fax: 928-777-1241

E-mail: dawn.foster@prescott-az.gov

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
Purchasing Services
201 S. Cortez Street
Fax: 928-777-1241
E-mail: dawn.foster@prescott-az.gov

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.

2.13 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 is 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.

2.14 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:

2.14.1 Bid Form A - Bidder Response Cover Sheet

2.14.2 Bid Form B - Price Sheet

2.14.3 Bid Form C - Bid Certification

2.14.4 Bid Form D - Non-Collusion Certificate

2.14.5 Bid Form E – Certificate of Ownership

2.14.6 Bid Form F – 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 contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed 3 years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 3.4. This Contract shall be for a period of one year and shall commence on the date the contract is executed.
- 3.5. Freight: Freight shall be prepaid and allowed.
- 3.6. Title: Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 3.7. Overages/Undergoes: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.8. 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 of such difficulty and the length of the anticipated delay.
- 3.9. Payment: Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 3.10. Unlawful Overcharges: The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

- 3.11. Price Warranty: The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.12. Warranties: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.13. 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.
- 3.14. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3.15. Record-Keeping: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.16. Publicity: The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.
- 3.17. Proprietary and Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff 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.
- 3.18. Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:
- 3.18.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO) form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability;
- 3.18.2. 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 overage for owned, non-owned, leased or hired vehicles; and
- 3.18.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.10.2 above shall be endorsed in include The city or Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the city shall be excess and non-contributing with the Contractor's insurance.

- 3.19. Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
- 3.20. Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.21. Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.22. Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
- 3.23. Tax ID Number. Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Chandler Sales Tax Number, if applicable, must also be supplied.
- 3.24. 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.
- 3.25. Adjustments: At any time, the City 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.
- 3.26. 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.
- 3.27. Price Adjustment: If the Contractor wishes to increase its prices for a contract extension, the Contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 3.28. Acceptance by City: City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 3.29. Price Reduction: Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.
- 3.30. Estimated Quantities: The quantities shown on Form B (the Price Sheet) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.

- 3.31. 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.
- 3.32. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.33. 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.
- 3.34. 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.
- 3.35. 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.
- 3.36. 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.
- 3.37. 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.
- 3.38. Termination:
- 3.38.1. 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.
- 3.38.2. 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.
- 3.38.3. 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.
- 3.38.4. 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.
- 3.39. 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, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.40. 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. 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 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 90 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 - 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 F - Bidder Qualifications, Representations and Warranties
- 5.7.1 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.
- 5.7.2 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 G.

6.0 Draft Contract



**DRAFT
CONTRACT
WATER WORKS SUPPLIES**

THIS AGREEMENT, made and entered into this _____ day of _____ 2011, by and between **COMPANY NAME of **CITY NAME, **STATE NAME, hereinafter known as the CONTRACTOR, and the CITY OF PRESCOTT, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter known as the CITY.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required for the delivery to the City, as requested by the CITY, in a good and workmanlike and substantial manner, and to the satisfaction of the CITY through its agents and under the direction and supervision of the Water Distribution Manager or his properly authorized agents.

ARTICLE II - CONTRACT DOCUMENTS

Exhibit "A" (the City's Invitation for Bids) and Exhibit "B" (the Contractor's Bid) are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - CONTRACT TERM

This Contract shall be for a period of one-year. The parties may, by mutual consent, extend this contract under the same terms and conditions herein, except for unit costs to be charged by the Contractor for two additional one-year terms. The contract shall commence on the date the contract is executed.

CONTRACTOR shall have on hand sufficient quantities of material to meet the needs of the City; provided, however, that there are no guarantees by the City as to the minimum or maximum amount of material which may be purchased by the City during the term of this Agreement.

ARTICLE IV - COMPENSATION

A. For and in consideration of the faithful performance of the work herein embraced as set forth herein, the CITY agrees to pay the said CONTRACTOR as set forth in the attached bid Document, Form B not to exceed **_____dollars and _____ cents (\$00.00).

B. Payment shall be made by the City within thirty (30) days after the City receiving an itemized billing from the CONTRACTOR.

ARTICLE V - CONFLICT OF INTEREST

Pursuant to A.R.S. Section 38-511, the CITY may cancel this contract without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. In the foregoing event, the CITY further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY from any other party to the Contract, arising as a result of the Contract.

ARTICLE VI - CANCELLATION

Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments

hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Contractor shall be paid for services performed to the date of Contractor's receipt of such termination notice.

ARTICLE VII - CHOICE OF LAW

This agreement shall be governed by and construed and interpreted in accordance with the laws of Arizona without reference to principles of conflict of laws.

ARTICLE VIII - VENUE AND JURISDICTION

The Parties agree that the venue of any legal action to enforce this contract or arising out of the contract shall be Yavapai County, Arizona, and that the U.S. District Courts or State Courts of Arizona shall have jurisdiction of any such matter, according to applicable law, and the parties waive any other jurisdiction.

ARTICLE IX - INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and between the parties that the CONTRACTOR is being retained by the CITY as an independent contractor, and as such the CONTRACTOR shall not become a CITY employee, and is not entitled to payment or compensation from the CITY or to any fringe benefits to which other CITY employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, the CONTRACTOR further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the CONTRACTOR further agrees that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the CITY, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE X - NONDISCRIMINATION

The CONTRACTOR, with regard to the work performed by it after award and during its performance of the Contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of contractors, subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4 as amended.

ARTICLE XI - 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.

ARTICLE XII - COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant understands and acknowledges the applicability to it of the American with disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the Provisions of A.R.S. 41-4401, Consultant hereby warrants to the city that the Consultant and each of its 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 Consultant or Subcontractors employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with eh Contractor Immigration Warranty. Consultant 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 Consultant and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Consultant agrees to assist the City in regard to any random verification performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Consultant 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 Consultant 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.

ARTICLE XIII - DOCUMENT CONTROL

In the event of a discrepancy between this Agreement and the Bid Documents, this Agreement shall control over the Bid Documents.

ARTICLE XIV – INSURANCE

The Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements, unless otherwise noted herein.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract 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:

Commercial General Liability – Occurrence Form

1. Commercial General Liability – Contractor agrees to maintain Commercial General Liability at a limit of liability no less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Contractor agrees any Self-Insured Retention or deductible shall not exceed \$25,000.

- 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

Business Automobile Liability – Contractor agrees to maintain Business Automobile Liability at a limit of liability no less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

ADDITIONAL INSURED ENDORSEMENTS – The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured – Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of CG2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. Attach an actual copy of the endorsement(s). The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Prescott".

Deductibles, Coinsurance Penalties & Self-Insured Retention. – Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

WAIVER OF SUBROGATION – Contractor agrees by entering in to this written Contract to a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

RIGHT TO REVISE OR REJECT – Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally in the State of Arizona. In such events, the City shall provide Contractor written notice of such revisions or rejections.

NO REPRESENTATION OF COVERAGE ADEQUACY – The coverages, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits or endorsements required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

CERTIFICATES OF INSURANCE – Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within 5 business days with a copy of the non-

renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees to not continue Work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured – Owners, Lessees, or Contractors – Schedule Person or Organization, or CG 2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization in combination with the CG 2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, or similar endorsement providing equal or broader Additional Insured coverage. Attach an actual copy of the endorsement.
2. Clearly indicate the project name and project number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) as follows:
City of Prescott, 201 South Cortez St., Prescott, AZ 86303

(1) Original: c/o WHOMEVER YOU WANT IT TO GO

(1) Copy: c/o WHOMEVER YOU WANT IT TO GO

ARTICLE XIV - INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the City, its officers, departments and divisions, employees and agents, from and against any and all claims, damages, losses, expenses, liabilities, attorney fees, court costs or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement or any other claim resulting from 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, officers, departments and divisions, 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.

ARTICLE XV - MISCELLANEOUS

(A) The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

(B) The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

ARTICLE XVI - AMBIGUITY

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

DATED THIS _____ DAY OF _____ 2011.

CONTRACTOR

CITY OF PRESCOTT

By: _____

Marlin D. Kuykendall, Mayor

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number: 11WPD0044

Description: ...WATER WORKS SUPPLIES

Please note all that apply:

- Enter Total Bid Price from Form B – Price Sheet \$ _____
- 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

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Adaptor Meter 3/4"x1", No. A24	48	EA		
2	Bend 90 Brass 1"	72	EA		
3	Bend 45 MJ 6" CI	6	EA		
4	Bend 90 MJ 6" CI	10	EA		
5	Bend 45 MJ 8" CI	4	EA		
6	Bend 90 MJ 8" CI	6	EA		
7	Box Meter #2 - Concrete	100	EA		
8	Box Meter #2 - Concrete Extension	100	EA		
9	Box Lid #2 - Scott Lid	100	EA		
10	Box Top Concrete #4	4	EA		
11	Box Extension Concrete #4	4	EA		
12	Box Lid #4 - Scott Lid	4	EA		
13	Bushing 1" X 3/4" - Brass	50	EA		
14	Bushing 2" X 3/4" - Brass	4	EA		
15	Cap 3/4" - Brass	25	EA		
16	Cap 1" - Brass	25	EA		
17	Cap Debris - D-457	50	EA		
18	Cap SDR-35 PVC 6"	50	EA		
19	Clamp Bell Leak 4", Ford DIP	6	EA		
20	Clamp Bell Leak 6", Ford DIP	18	EA		
21	Clamp Bell Leak 8", Ford DIP	12	EA		
22	Clamp Bell Leak 10", Ford DIP	6	EA		
23	Clamp 3/4" X 3", Mueller 230 Series or Equal	50	EA		
24	Clamp 3/4" X 6", Mueller 230 Series or Equal	50	EA		
25	Clamp 1" X 3", Mueller 230 Series or Equal	50	EA		
26	Clamp 1" X 6", Mueller 230 Series or Equal	50	EA		
27	Clamp 1-1/4" X 3", Mueller 230 Series or Equal	12	EA		
28	5", Mueller 230 Series or Equal	6	EA		
29	Clamp 1-1/2" X 3", Mueller 230 Series or Equal	12	EA		
30	Clamp 1-1/2" X 6", Mueller 230 Series or Equal	12	EA		

31	Clamp 2" X 3", Mueller 230 Series or Equal	24	EA		
32	Clamp 2" X 6", Mueller 230 Series or Equal	24	EA		
33	Clamp 2-1/2" X 3", Mueller 200 Series or Equal	6	EA		
34	Clamp 2-1/2" X 6", Mueller 200 Series or Equal	6	EA		
35	Clamp 2.35 X 7.5", Mueller 500 Series or Equal	12	EA		
36	Clamp 2.35 X 12", Mueller 500 Series or Equal	6	EA		
37	Clamp 2.70 X 12", Mueller 500 Series or Equal	24	EA		
38	Clamp 2.97 X 6", Mueller 500 Series or Equal	36	EA		
39	Clamp 3.46 X 6", Mueller 500 Series or Equal	20	EA		
40	Clamp 3.73 X 12", Mueller 500 Series or Equal	18	EA		
41	Clamp 4.45 X 7.5", Mueller 500 Series or Equal	18	EA		
42	Clamp 4.74 X 7.5", Mueller 500 Series or Equal	12	EA		
43	Clamp 4.95 X 7.5", Mueller 500 Series or Equal	6	EA		
44	Clamp 4.95 X 12", Mueller 500 Series or Equal	4	EA		
45	Clamp 5.20 X 7.5", Mueller 500 Series or Equal	6	EA		
46	Clamp 5.66 X 7.5", Mueller 500 Series or Equal	6	EA		
47	Clamp 5.94 X 7.5", Mueller 500 Series or Equal	4	EA		
48	Clamp 5.94 X 12", Mueller 500 Series or Equal	4	EA		
49	Clamp 6.34 X 7.5", Mueller 500 Series or Equal	4	EA		
50	Clamp 6.34 X 12", Mueller 500 Series or Equal	4	EA		
51	Clamp 6.55 X 7.5", Mueller 500 Series or Equal	4	EA		
52	Clamp 6.55 X 12", Mueller 500 Series or Equal	4	EA		
53	Clamp 6.84 X 7.5", Mueller 500 Series or Equal	6	EA		
54	Clamp 6.84 X 12", Mueller 500 Series or Equal	4	EA		
55	Clamp 6.84 X 15", Mueller 500 Series or Equal	4	EA		
56	Clamp 6.84 X 30", Mueller 500 Series or Equal	1	EA		
57	Clamp 7.04 X 7.5", Mueller 500 Series or Equal	6	EA		
58	Clamp 7.04 X 15", Mueller 500 Series or Equal	3	EA		
59	Clamp 7.22 X 7.5", Mueller 500 Series or Equal	6	EA		
60	Clamp 7.22 X 12", Mueller 500 Series or Equal	4	EA		
61	Clamp 7.22 X 15", Mueller 500 Series or Equal	3	EA		
62	Clamp 7.22 X 30", Mueller 500 Series or Equal	2	EA		
63	Clamp 8.36 X 12, Mueller 500 Series or Equal	3	EA		
64	Clamp 8.99 X 7.5", Mueller 500 Series or Equal	3	EA		
65	Clamp 8.99 X 12", Mueller 500 Series or Equal	2	EA		
66	Clamp 8.99 X 24", Mueller 500 Series or Equal	1	EA		
67	Clamp 9.25.X 7.5", Mueller 500 Series or Equal	2	EA		
68	Clamp 9.25 X 12", Mueller 500 Series or Equal	2	EA		

69	Clamp 9.40 X 12", Mueller 500 Series or Equal	2	EA		
70	Coupling Hymax 4.25-5.63 Range	8	EA		
71	Coupling Hymax 6.42-7.68 Range	12	EA		
72	Coupling Hymax 8"	6	EA		
73	Coupling Hymax 10"	7	EA		
74	Mega-Lug Acc Set 4" DIP	8	EA		
75	Mega-Lug Acc Set 4" PVC	16	EA		
76	Mega Lug Acc Set 6" DIP	36	EA		
77	Mega-Lug Acc Set 6" PVC	12	EA		
78	Mega-Lug Acc Set 8" DIP	12	EA		
79	Mega-Lug Acc Set 8" C-900	10	EA		
80	Mega-Lug Acc Set 10" DIP	6	EA		
81	Mega-Lug Acc Set 10" PVC	4	EA		
82	Mega-Lug Acc Set 12" DIP	6	EA		
83	Mega-Lug Acc Set 12" PVC	6	EA		
84	Mega-Lug Acc Set 14" DIP	4	EA		
85	Mega-Lug Acc Set 18" DIP	4	EA		
86	Meter Setter w/Check Valve 3/4" - Ford VBH72-9W-11-33	50	EA		
87	Meter Setter w/Check Valve 1" - Ford VBH74-12W-11-44	100	EA		
88	Meter Setter w/Check Valve 1-1/2" - Ford VBH76-12W-11-66	6	EA		
89	Meter Setter w/Check Valve 2" - Ford VBH77-12W-11.77	6	EA		
90	Nipple Brass 3/4" Close	50	EA		
91	Nipple Brass 3/4"x2"	36	EA		
92	Nipple Brass 3/4"x2-1/2"	24	EA		
93	Nipple Brass 3/4"x3"	36	EA		
94	Nipple Brass 3/4"x3-1/2"	24	EA		
95	Nipple Brass 3/4"x4"	36	EA		
96	Nipple Brass 3/4"x4-1/2"	24	EA		
97	Nipple Brass 3/4"x5"	48	EA		
98	Nipple Brass 3/4"x5-1/2"	24	EA		
99	Nipple Brass 3/4"x6"	72	EA		
100	Nipple Brass 3/4"x6-1/2"	24	EA		
101	Nipple Brass 3/4"x7"	24	EA		
102	Nipple Brass 3/4"x7-1/2"	24	EA		
103	Nipple Brass 3/4"x8"	24	EA		
104	Nipple Brass 3/4"x8-1/2"	24	EA		
105	Nipple Brass 3/4"x9"	36	EA		

106	Nipple Brass 3/4"x9-1/2"	24	EA		
107	Nipple Brass 3/4"x10"	36	EA		
108	Nipple Brass 3/4"x10-1/2"	24	EA		
109	Nipple Brass 3/4"x11"	36	EA		
110	Nipple Brass 3/4"x11-1/2"	24	EA		
111	Nipple Brass 3/4"x12"	72	EA		
112	Nipple Brass 1" close	36	EA		
113	Nipple Brass 1"x2"	36	EA		
114	Nipple Brass 1"x2-1/2"	24	EA		
115	Nipple Brass 1"x3"	36	EA		
116	Nipple Brass 1"x3-1/2"	24	EA		
117	Nipple Brass 1"x4"	50	EA		
118	Nipple Brass 1"x4-1/2"	26	EA		
119	Nipple Brass 1"x5"	36	EA		
120	Nipple Brass 1"x5-1/2"	36	EA		
121	Nipple Brass 1"x6"	48	EA		
122	Nipple Brass 1" x 7"	36	EA		
123	Nipple Brass 1"x8"	48	EA		
124	Nipple Brass 1" x 9"	48	EA		
125	Nipple Brass 1" x 10"	48	EA		
126	Nipple Brass1"x12"	72	EA		
127	Nipple Brass 1-1/2" X 2"	6	EA		
128	Nipple Brass 1-1/2" X 2-1/2"	6	EA		
129	Nipple Brass 1-1/2" X 3"	6	EA		
130	Nipple Brass 1-1/2" X 3-1/2"	6	EA		
131	Nipple Brass 1-1/2" X 4"	6	EA		
132	Nipple Brass 1-1/2" X 4-1/2"	6	EA		
133	Nipple Brass 1-1/2" X 5"	6	EA		
134	Nipple Brass 1-1/2" X 5-1/2"	6	EA		
135	Nipple Brass 1-1/2" x 6"	6	EA		
136	Nipple Brass 2" X Close	12	EA		
137	Nipple Brass 2" x 2 -1/2"	12	EA		
138	Nipple Brass 2" x 3"	12	EA		
139	Nipple Brass 2" x 4"	12	EA		
140	Nipple Brass 2" X 5"	12	EA		
141	Nipple Brass 2" X 6"	12	EA		
142	Nipple Brass 2" X 7"	12	EA		
143	Nipple Brass 2" X 8"	12	EA		

144	Nipple Brass 2" x 12"	12	EA		
145	Nipple Brass 2-1/2" X Close	12	EA		
146	Paint #20 Can Upside Marking Blue	300	EA		
147	Paint #20 Can Upside Marking White	200	EA		
148	Paint #20 Can Upside Marking Black	24	EA		
149	Pipe Soft Copper K 3/4"	500	LF		
150	Pipe Soft Copper K 1"	1000	LF		
151	Pipe Soft Copper K 1-1/2"	200	LF		
152	Pipe Soft Copper K 2"	200	LF		
153	Pipe STD Galv. Steel 1-1/4"	21	LF		
154	Pipe STD Galv. Steel 1-1/2"	40	LF		
155	Pipe STD Galv. Steel 2"	80	LF		
156	Pipe STD Galv. Steel 2-1/2"	21	LF		
157	Pipe DIP 3" MJ, Class 350	40	LF		
158	Pipe DIP 4" MJ, Class 350	200	LF		
159	Pipe DIP 6" MJ, Class 350	500	LF		
160	Pipe DIP 8" MJ, Class 350	100	LF		
161	Pipe DIP 10" MJ, Class 350	60	LF		
162	Pipe DIP 12" MJ, Class 350	40	LF		
163	Pipe PVC 6", SDR-35	100	LF		
164	Plug Threaded 3/4", Brass NPT	24	EA		
165	Plug Threaded 1", Brass NPT	24	EA		
166	Plug Threaded 1-1/4", Brass NPT	6	EA		
167	Plug Threaded 1-1/2", Brass NPT	10	EA		
168	Plug Threaded 2", Brass NPT	72	EA		
169	Plug MJ 4", CP DI C153	3	EA		
170	Plug MJ 6", CP DI C153	3	EA		
171	Plug MJ 8", CP DI C153	2	EA		
172	Plug MJ 10", CP DI C153	3	EA		
173	Plug MJ Tapped 4"X 2", CP DI C153	2	EA		
174	Plug MJ Tapped 6"X 2", CP DI C153	6	EA		
175	Plug MJ Tapped 8"X 2", CP DI C153	2	EA		
176	Saddle 4" X 3/4" 4.74 - 5.32	2	EA		
177	Saddle 4" x 1" 4.74 - 5.32	4	EA		
178	Saddle 4' x 1" 4.74 - 5.32	4	EA		
179	Saddle 4" X 1-1/2" 4.74 - 5.32	2	EA		
180	Saddle 4" X 2" 4.74 - 5.32	2	EA		
181	Saddle 6" X 3/4" 6.84 - 7.45	8	EA		

182	Saddle 6" X 1" 6.84 - 7.45	12	EA		
183	Saddle 6" x 1" 6.84 - 7.45	4	EA		
184	Saddle 6" X 1-1/2" 6.84 - 7.45	2	EA		
185	Saddle 6"x2" 6.84 - 7.45	4	EA		
186	Saddle 8" X 3/4" 8.99 - 9.67	3	EA		
187	Saddle 8" X 1" 8.99 - 9.67	8	EA		
188	Saddle 8" x 1-1/2" 8.99 - 9.67	4	EA		
189	Saddle 8" x 2 8.99 - 9.67	4	EA		
190	Saddle 10" X 1" 11.04 - 12.12	3	EA		
191	Saddle 10" X 1-1/2" 11.04 - 12.12	2	EA		
192	Saddle 10" X 2" 11.04 - 12.12	3	EA		
193	U-Branch 1" Brass, No. U11-44-18 , McDonald	20	EA		
194	Union Brass 3/4"	100	EA		
195	Union Brass 1"	100	EA		
196	Union Brass 1-1/2"	20	EA		
197	Union Brass 2"	20	EA		
198	Valve Ball 3/4"	10	EA		
199	Valve Ball 1"	10	EA		
200	Valve Ball 1-1/2"	7	EA		
201	Valve Ball 2"	12	EA		
202	Valve Box Extension 1", East Jordan	48	EA		
203	Valve Box Extension 1-1/2", East Jordan	48	EA		
204	Valve Box Extension 2", East Jordan	48	EA		
205	Valve Box Extension 2-1/2", East Jordan	48	EA		
206	Valve Box Extension 3", East Jordan	48	EA		
207	Valve Box Extension 4", East Jordan	24	EA		
208	Valve Box Extension 6", East Jordan	24	EA		
209	Valve Box Riser Bottom 15", Tyler	24	EA		
210	Valve Box Riser Bottom 24", Tyler	24	EA		
211	Valve Box Riser Bottom 36", Tyler	24	EA		
212	Valve Box Riser Top 16", Tyler	24	EA		
213	Valve Box Riser Top 26", Tyler	24	EA		
214	Valve Air Release 1" With Screen, No. D-040P01	10	EA		
215	Valve Corporation Stop, Ford, No. F1100-3-G, 3/4"	100	EA		
216	Valve Corporation Stop, Ford, No. F1100-4-G, 1"	100	EA		
217	Valve Corporation Stop, Ford No. FB1100-6-G, 1-1/2"	24	EA		
218	Valve Corporation Stop, Ford No. FB1100-7-G, 2"	12	EA		
219	Valve Gate 3/4", Nibco TI-8 or Equal 200 PSI	24	EA		

220	Valve Gate 1", Nibco TI-8 or Equal 200 PSI	48	EA		
221	Valve Gate 1-1/2" , Nibco TI-8 or Equal 200 PSI	12	EA		
222	Valve Gate 2" IP X IP, Resilient Wedge , Mueller or Equal	10	EA		
223	Valve Gate MJ X MJ X 4", Resilient Wedge, Mueller or Equal	2	EA		
224	Valve Gate 6", MJxMJ 6", Resilient Wedge, Mueller or Equal	12	EA		
225	Valve Gate FL X MJ X 6", Resilient Wedge, Mueller or Equal	3	EA		
226	Valve Gate FL X FL X 6", Resilient Wedge, Mueller or Equal	4	EA		
227	Valve Gate MJ X MJ X 8", Resilient Wedge, Mueller or Equal	6	EA		
228	Valve Gate FL X FL X 10", Resilient Wedge, Mueller or Equal	1	EA		
229	Valve Gate MJ X MJ X 10", Resilient Wedge, Mueller or Equal	2	EA		
230	Valve Gate MJ X FL X 12", Resilient Wedge, Mueller or Equal	1	EA		
231	Valve Gate FL X FL 12", Resilient Wedge, Mueller or Equal	2	EA		
232	Valve Main #35 Rubber, Waterous Pacer, No. 61WTW6735U	35	EA		
233	Fire Hydrant Yellow - A423, 3'.0", Mueller Super Centurion	2	EA		
234	Fire Hydrant Yellow - A423, 3'.6", Mueller Super Centurion	3	EA		
235	Fire Hydrant Yellow - A423, 4'.0", Mueller Super Centurion	4	EA		
236	Fire Hydrant Yellow - A423, 4'.6", Mueller Super Centurion	4	EA		
237	Fire Hydrant Yellow - A423, 5'.0", Mueller Super Centurion	4	EA		
238	Fire Hydrant Yellow - A423, 5'.5", Mueller Super Centurion	3	EA		
239	Fire Hydrant Yellow - A423, 6'.0", Mueller	2	EA		
Total Bid Price:					

Freight, Pre-Paid & Allowed, FOB Prescott:

Sales Tax Rate: _____ %

Delivery Lead Time Upon Receipt of Order: _____ Days

Payment Terms:

_____ Date

_____ Signature Company Official

_____ 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 – Certificate of Ownership
6. Form F – Optional Bidder Information
7. Form G – 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** _____ **2011.**

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** _____ **2011.**

Signature

Title

Form E – 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 _____ 2011.

Signature

Title

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

the undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors** – Bidder submits as Attachment 4 to this Bid Form A a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the 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.
- F3 References** – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

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

Reference #2

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

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

- F4 Bidder's Examination** - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. 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

Dated this _____ **day of** _____ **2011.**

Signature

Title