



City of Prescott
Purchasing Services
201 S. Cortez St.
Prescott, AZ 86303-3929

Bid 12FOD0022
Replacement Tool Carrier

The City of Prescott is soliciting bids for the purchase of a replacement tool carrier. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, November 17, 2011 at the time and place indicated in Section 2.2. Bidders may contact Brad Fisk, Solid Waste Superintendent at 928-777-1116 to arrange viewing of existing quick attachment on the City's tractor.

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1.0 Solicitation Specifications

1.1 SPECIFICATIONS

BID SPECIFICATION FOR 930H OR EQUIVALENT

BASIC SPECIFICATIONS

- Y___ N___ Minimum operating weight with optional counterweight, standard lubricants, full fuel tanks, ROPS ENCLOSED CAB, Quick Coupler and Push Blade to fit from existing 930G IN LIEU OF LOADER BUCKET, standard machine weight to be approximately 28,500 lbs. when equipped with 20.5 - 25 (L3) tires (NOTE: MACHINE SHALL BE DELIVERED WITH EQUIVALENT SIZE SETCO OR SIMILAR AIR RIDE TIRES INSTALLED IN LIEU OF STANDARD TIRES IDENTIFIED IN THIS BID SPECIFICATION)
- Y___ N___ Engine rated net power shall be at least 149 hp (111 kW) according to SAE J1349
- Y___ N___ Engine maximum net power shall be at least 160 hp (119 kW) according to SAE J1349
- Y___ N___ Machine operating weight (including optional counterweight) shall be no less than 28,725 lb (13,029 kg)
- Y___ N___ Machine height shall be 10'9" (3278 mm)
- Y___ N___ Machine overall height with standard general purpose bucket raised shall be at least 17'5" (5303 mm).
- Y___ N___ Machine overall length with standard general purpose bucket shall be 24'11" (7601 mm).
- Y___ N___ Machine width over tires shall be 8'5" (2570 mm) with 20.5-R25 L-3 tires.
- Y___ N___ Machine wheelbase length shall be 9'6" (2900 mm).
- Y___ N___ Maximum turning radius over tire shall be 17'4" (5275 mm) with 20.5-R25 L-3 tires.
- Y___ N___ Rated bucket capacity shall be 2.7 cubic yards (2.1 cubic meters).
- Y___ N___ Reach at full lift at 45° dump angle shall be 3'1" (934 mm).
- Y___ N___ Dump clearance at maximum lift and 45° dump angle shall be at least 9'7" (2927 mm).
- Y___ N___ Bucket clearance at maximum lift and level shall be at least 12'0" (3667 mm).
- Y___ N___ Minimum breakout force shall be 30,263 lb (13,727 kg) with 2.7yd (2.1m) hook on general purpose bucket.
- Y___ N___ Minimum full turn static tipping load shall be 18,321 lb (8310 kg) with 2.7yd (2.1m) hook on general purpose bucket.
- Y___ N___ Machine shall meet the following specifications with quick coupler and 2.1 m (2.7 yd) hook on bucket, 20.5 R25 L3 tires, optional counterweight, standard lubricants, full fuel tank, ROPS cab, 176 lb (80 kg) operator: Minimum full turn static tipping load of 18,321 lbs (8310 kg); minimum breakout force of 30,263 lbs (13,727 kg); minimum dump clearance of 9'7" (2927 mm) at full lift and 45 degree discharge; maximum total cycle time of 9.5 seconds; minimum dig depth of 7.5" (191 mm), and minimum rack back angle of 51 degrees.

ENGINE

- Y___ N___ Engine shall be manufactured by the equipment manufacturer.
- Y___ N___ Engine shall be EPA Tier III compliant, with Tier III compliance certificate shall be available upon request.
- Y___ N___ Emissions requirements shall meet or exceed worldwide requirements and be Tier III compliant.
- Y___ N___ Engine shall be 6.6 L six-cylinder, with electronically controlled fuel injection for precise timing.
- Y___ N___ Engine bore shall be 4.13" (105 mm) and stroke shall be 5" (127 mm).
- Y___ N___ Engine shall be direct injection turbocharged with waste gate turbocharger for reliability, durability and performance.
- Y___ N___ Engine shall have a high pressure common rail fuel system with an oil lubricated fuel pump.

- Y ___ N ___ Machine shall be standard with two 950 CCA maintenance free batteries mounted in bolt-on battery boxes.
- Y ___ N ___ Fuel priming pump and fuel/water separator shall be standard.
- Y ___ N ___ Starting aid for improved starting in extremely cold temperatures shall be standard.
- Y ___ N ___ Thermal starting aid shall eliminate need for a cold start switch
- Y ___ N ___ Machine shall have a standard 95 amp brushless alternator.
- Y ___ N ___ Machine shall have a standard backup alarm.
- Y ___ N ___ Machine shall have a battery disconnect switch.
- Y ___ N ___ Machine shall use an air-to-air-aftercooler (ATAAC).
- Y ___ N ___ Engine shall have a 4 valve per cylinder crossflow head.
- Y ___ N ___ Machine shall use gear driven water and oil pumps.
- Y ___ N ___ Machine ECM shall automatically de-rate the engine for protection during overheating.
- Y ___ N ___ Machine ECM shall provide automatic altitude adjustment above 9,800 ft (2987 m).
- Y ___ N ___ Engine and cooling compartments shall be completely separated.

POWER TRAIN/TRANSMISSION

- Y ___ N ___ Transmission shall be manufactured by the equipment manufacturer.
- Y ___ N ___ Machine shall have a countershaft powershift transmission.
- Y ___ N ___ Machine shall have a forward/neutral/reverse switch standard on the implement control joystick.
- Y ___ N ___ Machine shall have four forward and three reverse speeds with a maximum of 23.8 mph (38.3 kph).
- Y ___ N ___ Transmission shall have manual and autoshift settings with variable shift (fuel economy) and power shift (aggressive loading) modes.
- Y ___ N ___ Joystick shall have a button for downshifting on demand.
- Y ___ N ___ Machine shall have ground accessible ports to sample engine and transmission oil.
- Y ___ N ___ Machine shall have an operator programmable transmission neutralizer with an override switch standard.
- Y ___ N ___ Transmission shall utilize spur gears that are precision ground and heat treated for durability.
- Y ___ N ___ Transmission clutch pressure shall be electronically controlled.
- Y ___ N ___ Machine shall have transmission oil sight gauge and fill spout on the same side of the machine.

STEERING

- Y ___ N ___ Steering articulation angle shall be 40°.
- Y ___ N ___ Machine shall have two steering cylinders with a bore of 2.75" (70 mm).
- Y ___ N ___ Steering system shall use variable displacement load sensing piston pump.
- Y ___ N ___ Hydraulic output at 2300 rpm and 1,000 psi (6900 kPa) shall be at least 17.6 gal/min (70 L/min).
- Y ___ N ___ Maximum steering working pressure shall be 3,500 psi (24,130 kPa).
- Y ___ N ___ High impact rubber steering stops shall be standard.
- Y ___ N ___ Steering console and gauge panel shall be adjustable.
- Y ___ N ___ Secondary steering system shall be available.

BRAKES

- Y ___ N ___ Service brake shall feature completely closed and sealed standard inboard oil-immersed disc brakes on front and rear axles that are adjustment free.
- Y ___ N ___ Heavy duty rear brakes with integrated oil cooler shall be optional for high energy applications.
- Y ___ N ___ Indicator light shall alert operator if brake pressure drops.
- Y ___ N ___ Machine shall have continually charged nitrogen accumulators to provide stopping capability after loss of engine power.
- Y ___ N ___ Parking brake shall be mechanical, shoe-type mounted on driveline for positive manual operation. The transmission shall be automatically neutralized when parking brake is applied.
- Y ___ N ___ Dual suspended brake pedals shall function as a brake and transmission neutralizer so the operator can maintain high engine rpm for full hydraulic flow and fast cycle times.

HYDRAULIC SYSTEM

- Y ___ N ___ Hydraulic system shall be manufacturer designed and modular.
- Y ___ N ___ Minimum hydraulic output at 2300 engine rpm and 1,000 psi (6900 kPa) with SAE 10W oil at 150 ° F (65 ° C) shall be 58 gal/min (220 L/min).
- Y ___ N ___ Maximum hydraulic cycle time shall be 9.5 seconds.
- Y ___ N ___ Double acting lift cylinders shall be 4.5" X 30.6" (114.3 x 777 mm).
- Y ___ N ___ Double acting tilt cylinder shall be 6.0" X 37.0" (152.4 x 939 mm).
- Y ___ N ___ Maximum working pressure shall be 3,755 psi (25,900 kPa).
- Y ___ N ___ Machine shall feature pilot safety valve to disable implement functions.
- Y ___ N ___ Implement hydraulics shall be load-sensing.
- Y ___ N ___ Low effort joystick control shall offer simultaneous lift and tilt functions.
- Y ___ N ___ Machine shall use XT3 hoses with 3,755 psi (25890 kPa) working pressure.
- Y ___ N ___ Machine shall have pressure taps to allow quick diagnosis of complete hydraulic system.
- Y ___ N ___ Machine shall have a hydraulically driven demand fan.
- Y ___ N ___ Machine shall have two section implement control valve for lift and tilt functions and up to four additional valve sections optional.
- Y ___ N ___ Heavy duty hydraulic oil cooler shall be standard.
- Y ___ N ___ Hydraulic couplings shall have O-ring face seals.
- Y ___ N ___ Biodegradable hydraulic oil shall be available as an alternative to mineral-based oils.
- Y ___ N ___ A Ride Control system shall be available for smooth operation in rough riding conditions. Ride Control system shall incorporate multiple accumulators for maximum performance at multiple load levels.

AXLES

- Y ___ N ___ Axles shall be manufactured by the equipment manufacturer.
- Y ___ N ___ Front axle shall be rigidly mounted to the front loader frame.
- Y ___ N ___ Rear axle shall have an oscillation trunnion to allow the rear wheel to raise or drop a total of 16.6" (423 mm) with 17.5 tires.
- Y ___ N ___ The rear axle shall oscillate +/-11 °.
- Y ___ N ___ Rear axle shall have a remote trunnion lubrication fitting to simplify maintenance.
- Y ___ N ___ Front axle shall contain a means of locking the front differential with a foot pedal in the cab, without stopping the machine. Axle shall automatically stay locked until equal torque is sensed on both wheels.
- Y ___ N ___ Limited Slip Differentials shall be available on rear axle.
- Y ___ N ___ Seals on the axle and housing shall keep oil in and lock contaminants out to prevent contamination of internal components.
- Y ___ N ___ Axles shall have Duo-cone seals between brake and final drives.
- Y ___ N ___ Machine shall have axle seal guard's standard.
- Y ___ N ___ Planetary final drives shall be lubricated from the main oil sump.
- Y ___ N ___ Final drives shall have high contact ratio gears for quiet, durable operation.

WHEELS

- Y ___ N ___ Standard tire size shall be 20.5-25

OPERATORS STATION

- Y ___ N ___ Machine shall have two (2) ingress/egress doors.
- Y ___ N ___ Both doors shall lock open at 180 degrees.
- Y ___ N ___ Personal storage areas shall include places to store a lunch box, thermos, cup, coat rack and a lockable storage area.
- Y ___ N ___ Hydraulic joystick control shall operate both lift and tilt functions. Joystick shall integrate transmission direction switch.
- Y ___ N ___ An optional joystick control shall also provide actuation of the third function on the joystick, for activation of all three functions simultaneously.
- Y ___ N ___ An Engine Speed Control feature shall be available to engine rpm can be set and maintained with a switch in the cab.
- Y ___ N ___ Seat options shall include vinyl and cloth with fully adjustable fore/aft position, seat back angle, bottom cushion height, armrest angle and suspension stiffness.
- Y ___ N ___ Other seat options shall be available with more deluxe options.

- Y ___ N ___ Air-suspension seats shall also be available.
- Y ___ N ___ Seat shall include a 3" (75 mm) wide retractable seat belt.
- Y ___ N ___ Front and rear wipers with washers shall be standard.
- Y ___ N ___ Steps leading up to the cab shall be wide and angled out for secure footing.
- Y ___ N ___ A 12V converter for powering electronics, a radio installation package, sun visor for windshield, roll-down sun screen for rear window, external mirror package and auxiliary lighting packages shall be available.
- Y ___ N ___ Machine cab shall meet ROPS and FOPS criteria as well as regulations for sound exposure.
- Y ___ N ___ Machine shall have flat, fixed glass standard with optional sliding glass doors.
- Y ___ N ___ Rear window shall have an electric defroster.
- Y ___ N ___ Glass panels shall extend from cab roof to floor allowing visibility to ground.
- Y ___ N ___ Machine shall have white-faced gauges including hydraulic, engine and transmission temperatures as well as fuel level.
- Y ___ N ___ Warning/indicator and diagnostic functions shall include: Primary steering malfunction, electrical system voltage low, coolant temperature, engine oil pressure low, parking brake applied, brake charge pressure low, transmission oil temperature, transmission oil filter bypass, and hydraulic oil filter bypass.
- Y ___ N ___ Machine shall have a standard tool box.
- Y ___ N ___ Machine shall have an optional factory installed rear camera system with rear camera fully protected from rear impact damage, and a color LCD screen in the cab. System shall be capable of supporting up to 3 cameras on the same screen if additional visibility is required.
- Y ___ N ___ Operators station shall expose the operator to sound pressure of no greater than 74 dba per ANSI/SAE J1166 May 90 procedures to provide maximum operator safety.

LOADER LINKAGE

- Y ___ N ___ Electronic "quick coupler" shall be available for a tool carrier.
- Y ___ N ___ Machine shall have a parallel lift linkage.
- Y ___ N ___ Linkage shall be the box boom style loader arm.
- Y ___ N ___ Standard configuration shall be a pin on system.
- Y ___ N ___ High lift option shall be available for both pin on and coupler machines providing an additional 20" (508 mm) of lift height over standard boom.
- Y ___ N ___ Material handling options shall include: pallet forks, lumber and log forks, material handling arm, specialty clamps.

WORK TOOL OPTIONS

- Y ___ N ___ Third, fourth, fifth and sixth function hydraulics shall be available for use with work tools that require additional hydraulic power such as augers, rotary brooms, brush cutters, top clamp forks and buckets, snow plows and wings, etc.
- Y ___ N ___ Bucket lift circuit shall have four positions: raise, hold, lower and float.
- Y ___ N ___ Bucket options shall include: hook-on and pin-on general purpose, penetration, heavy duty, light material, multi-purpose, side dump, high dump, and material handling.
- Y ___ N ___ Controls shall be adjustable from automatic kick out horizontal to full lift.
- Y ___ N ___ Tilt circuit shall have three positions: tilt back, hold and dump.
- Y ___ N ___ An automatic bucket positioner shall be available that can be adjusted to desired loading angle and does not require visual spotting.
- Y ___ N ___ Special application options shall include: dozer blades, snow plows, hydraulic booms, asphalt cutter and loader rakes.
- Y ___ N ___ Bucket Sizes shall range from 2.4-6.5 cubic yards (1.9-5 cubic meters).

SERVICEABILITY

- Y ___ N ___ Radiator and oil coolers shall be separated.
- Y ___ N ___ Machine shall have a hydraulic oil sight gauge.
- Y ___ N ___ All service points shall be accessible from ground level, on the same side of the machine.
- Y ___ N ___ Machine shall have ground level valve access.
- Y ___ N ___ Radiator coolant and transmission and hydraulic oil levels shall have sight gauges.

- Y ___ N ___ Machine shall have a swing out cooling fan with lever to safely hold door open.
- Y ___ N ___ Spin on filters for engine oil and hydraulic oil shall be vertically mounted for easier servicing.
- Y ___ N ___ Scheduled oil sampling ports shall be factory installed for improved access to engine, transmission and hydraulic oils.
- Y ___ N ___ Machine shall have easy access to engine and cooling compartments through two (2) gull wing doors that swing up and are held in place with gas struts.
- Y ___ N ___ Cooling fan shall be hydraulically driven and separate from the engine compartment.
- Y ___ N ___ Machine shall have an optional automatic reversing fan with manual override switch.
- Y ___ N ___ Machine shall have a self-diagnostic transmission and data link.
- Y ___ N ___ Machine error codes shall be accessible from gauge panel.
- Y ___ N ___ Standard service features shall include: Standard hydraulic oil cooler; adjustment free brakes; adjustment free engine fuel system; grouped grease fittings; positive torque hose clamps; braided, color coded and numbered wiring.
- Y ___ N ___ Machine shall have a maintenance free driveshaft.
- Y ___ N ___ A stationary radiator and coolant hoses shall be standard.
- Y ___ N ___ Adjustment free brakes shall be standard.
- Y ___ N ___ Machine shall have grouped grease fittings.
- Y ___ N ___ Machine shall have positive torque hose clamps.

MINIMUM SERVICE FILL CAPACITIES

- Y ___ N ___ Fuel tank shall have a 59.4 gal (225 L) capacity.
- Y ___ N ___ Cooling system shall have a 10.6 gal (40 L) capacity.
- Y ___ N ___ Crankcase shall have a 4 gal (15 L) capacity.
- Y ___ N ___ Transmission shall have a 9.1 gal (34.5 L) capacity.
- Y ___ N ___ Hydraulic system (including tank) shall have a 39 gal (148 L) capacity.
- Y ___ N ___ Hydraulic tank shall have a 18.5 gal (70 L) capacity.
- Y ___ N ___ Front differential and final drive shall be 6.9 gal (26 L). Rear differential and final drive shall be 6.6 gal (25 L).

OWNING AND OPERATING COSTS

- Y ___ N ___ Extended Life Coolant/Antifreeze shall allow for up to 6,000 hours between changes.
- Y ___ N ___ Machine shall have a recommended oil change interval of 500 hours.
- Y ___ N ___ With required oil sampling, hydraulic oil shall have a 4,000 hour change interval.
- Y ___ N ___ Machine shall have a recommended 1,000 hour hydraulic filter change.
- Y ___ N ___ Machine shall have a minimum drain interval of 2,000 hours for transmission oil.
- Y ___ N ___ Machine shall have service interval of a 500 hour engine oil change.

ADDITIONAL FEATURES

- Y ___ N ___ Plastic fenders shall be standard, steel fenders optional.
- Y ___ N ___ Rear roading fenders shall be optional.
- Y ___ N ___ Machine shall have an optional satellite link to monitor critical system parameters from a remote location.
- Y ___ N ___ Machine shall have a security system inhibiting unauthorized machine use.
- Y ___ N ___ Cab shall have options for customizing including: 12V converter, radio installation package, sun visor for windshield, rear window roll down screen, external mirror package, and auxiliary lighting packages.
- Y ___ N ___ Cooling compartment shall be completely enclosed to limit sound emissions.
- Y ___ N ___ Air conditioning system shall utilize R-134a refrigerant which does not contain CFCs (chlorofluorocarbons).
- Y ___ N ___ All major components shall be designed to be rebuilt and reused.
- Y ___ N ___ Emissions requirements shall meet or exceed worldwide requirements and be Tier III compliant.

SUMMARY

CITY OF PRESCOTT MACHINE TO BE CONFIGURED AS FOLLOWS

- Y ___ N ___ Sun Visor, Front
- Y ___ N ___ Lights, Flood

- Y___ N___ Air Conditioner
- Y___ N___ Pre-cleaner, Dustbowl
- Y___ N___ Guard, Crankcase
- Y___ N___ COMPLETE LANDFILL GUARD PACKAGE TO PROVIDE COMPLETE DRIVE TRAIN / UNDERCARRIAGE PROTECTION
- Y___ N___ Installation Group, Radio 12V.D.C.
- Y___ N___ Differential, Standard Front
- Y___ N___ Steering, Standard
- Y___ N___ QUICK COUPLER STANDARD - MUST CONNECT TO EXISTING MACHINE PUSH BLADE ON CAT 930G
- Y___ N___ Lines, 3rd Front, STD Coupler
- Y___ N___ Oil Cooler, Hydraulic Heavy Duty
- Y___ N___ Hydraulics, 3 Valve 2 Lever FNR
- Y___ N___ Alternator, High Output, 95 AMP min
- Y___ N___ Seat, Fabric Suspension, w/ Lumbar Support
- Y___ N___ Mirrors, Review, (3) Internal, (2) Exterior (one for each side)
- Y___ N___ Fenders, Standard
- Y___ N___ Guard, Power train
- Y___ N___ Engine, Tier III Compliant
- Y___ N___ TIRES - TO BE EQUIVALENT SIZE SETCO AIR RIDE OR SIMILAR AIR RIDE TIRES IN LIEU OF STANDARD 20.5-25 12PRL3 TIRES
- Y___ N___ Differential, Standard Rear
- Y___ N___ ENCLOSED CAB W/ROPS, FIXED GLASS - IF POSSIBLE: request that 2 lower sections (as on our existing CAT 930G of windshield glass to be replaced with metal panels due to our past experience of breakage of these panels.
- Y___ N___ Linkage, Standard
- Y___ N___ Radiator, Standard
- Y___ N___ Ride Control
- Y___ N___ Counter weight, Extra
- Y___ N___ Warranty 72 Months / 8,000 Hours

THE FOLLOWING ITEMS TO BE INCLUDED WITH BID:

- 1. 72 Month / 8,000 Hour Power Train Warranty \$ _____
- 2. Guaranteed Re-Purchase Price After 72 Month / 8,000 Hours \$ _____
- 3. Guaranteed Maximum Repair Cost for 72 Month / 8,000 Hours \$ _____

NOTE: DEALER SHALL HAVE A PARTS NETWORK CAPABLE OF PROVIDING ANY PART REQUIRED ON THE MACHINE, THAT WOULD RENDER THIS MACHINE INOPERATIVE, BE SUPPLIED TO THE CITY OF PRESCOTT, WITHIN 48 HOURS AT NO ADDITIONAL CHARGE TO THE CITY OF PRESCOTT – COMPLY Y___ N___

DEALER SHALL HAVE REPAIR SHOP AND /OR FIELD SERVICE STAFFING CAPABLE OF PROVIDING ANY REPAIRS OR SERVICE REQUESTED FOR THIS MACHINE 24 HOURS PER DAY, 7 DAYS PER WEEK – COMPLY Y___ N___

DUE TO THE CRITICAL NATURE OF THE OPERATIONS THAT THIS MACHINE MUST SUPPORT ANY OUT OF SERVICE TIME HAS A SEVERE NEGATIVE IMPACT UPON OUR OPERATIONS AND THEREFORE OUT OF SERVICE TIME MUST BE KEPT TO THE BARE MINIMUM AND AT THE LOWEST POSSIBLE COSTS TO THE CITY OF PRESCOTT – COMPLY Y___ N___

Wheel Loader Life Cycle Cost Bid Form:

Item No.	Est. Qty	Description	Unit Price	Total Price
=====	=====	=====	=====	=====
1.		Wheel Loader Purchase Price	\$ _____	\$ _____
		Yr/Make/Model _____		
2.		Trade In Price / Offer	\$ _____	\$ _____
3.		Total Maintenance Costs	\$ _____	\$ _____
		(From Scheduled Maintenance Calculation Form Attached)		
4.		Max. Repair Costs (Extended Warranty)	\$ _____	\$ _____
		(6 Years / 8000 Hours)		
5.		Residual / Salvage Value	\$ _____	\$ _____
		(6 Years / 8,000 HOURS)		
Total Bid Price (1 – 2 + 3 + 4 – 5)			\$ _____	\$ _____

WHEEL LOADER SCHEDULED MAINTENANCE CALCULATION FORM:

Instructions: The intent of this form is to determine the total scheduled maintenance costs that can be expected during the first 8,000 hours of ownership (Operation). Service intervals, number of grease fittings, and capacities should be taken directly from the manufacturer’s lubrication and maintenance manual. Unit costs given are equal for all vendors. Although there may be a slight variance due to refill capacities, these total costs are made up of labor, overhead, lost production, gaskets, lubricants, filters, and supervisory time. The comparison examines the service intervals for the various units bid and assumes that the manufacturer’s recommendations, if followed exactly, will allow the costs that are to be incurred on each unit, to be calculated with reasonable accuracy.

A. Grease Fittings: (Per one (1) unit)
 Determine the number of fittings at each interval. Insert each number as indicated (if none, write none).
 Perform calculations and total in the last column.

Total Hrs. Operation	Service Interval	x	No. of Fittings	Cost Per Fitting =	Total Cost (a)
_____ ÷	10	x	_____ x	\$.25 =	_____
_____ ÷	50	x	_____ x	\$.25 =	_____
_____ ÷	100	x	_____ x	\$.25 =	_____
_____ ÷	250	x	_____ x	\$.25 =	_____
_____ ÷	500	x	_____ x	\$.25 =	_____
_____ ÷	1000	x	_____ x	\$.25 =	_____
_____ ÷	2000	x	_____ x	\$.25 =	_____
TOTAL COST				= \$ _____	

B. Engine Oil & Filter: From manufacturer's maintenance manual determine crankcase drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for an engine oil change.

Number of Gallons _____ x \$ 4.50 / Gallon = \$ _____ +
 Current Cost of Filters = \$ _____ +
 Fixed Cost (Time x Agencies Labor Cost / Hr) = \$ _____ +
 Cost per Change = \$ _____

Total Hrs. Operation Service Interval Cost Per Change = Total Cost (B)
 _____ ÷ _____ x _____ = \$ _____

C. Transmission Oil: From manufacturer's maintenance manual determine transmission drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for a transmission oil change.

Number of Gallons _____ x \$ 4.50 / Gallon = \$ _____ +
 Current Cost of Filters = \$ _____ +
 Fixed Cost (Time x Agencies Labor Cost / Hr) = \$ _____ +
 Cost per Change = \$ _____

Total Hrs. Operation Service Interval Cost Per Change = Total Cost (C)
 _____ ÷ _____ x _____ =
 \$ _____

D. Hydraulic System: From the manufacturer's maintenance manual determine the hydraulic system's drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for a hydraulic system service.

Number of Gallons _____ x \$ 4.50 / Gallon = \$ _____ +
 Current Cost of Filters = \$ _____ +
 Fixed Cost (Time x Agencies Labor Cost / Hr) = \$ _____ +
 Cost per Change = \$ _____

Total Hrs. Operation Service Interval Cost per Change = Total Cost (D)
 _____ ÷ _____ x _____ =

E. Front & Rear Axle Oil: From the manufacturer's maintenance manual determine the Axle's drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for an Axle service.

Number of Gallons _____ x \$ 4.50 / Gallon = \$ _____ +
 Fixed Cost (Time x Agencies Labor Cost / Hr) = \$ _____ +
 Cost per Change = \$ _____

Total Hrs. Operation Service Interval Cost Per Change = Total Cost (E)
 _____ ÷ _____ x _____ =

F. Parking Brake Service: From the manufacturer's maintenance manual determine the Parking Brake drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for a Parking Brake service.

$$\begin{array}{rcccccc} \text{Total Hrs. Operation} & \text{Service Interval} & & \text{Gearbox Cap} & \times & \text{Cost per Gal.} & = & \text{Total Cost (F)} \\ \hline \underline{\hspace{2cm}} & \div & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & \text{(Gal)} & \times & \$4.50 & = \end{array}$$

G. Cooling System: From the manufacturer's maintenance manual determine the cooling system's drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for a cooling system service.

$$\begin{array}{rcccccc} \text{Total Hrs. Operation} & \text{Service Interval} & & \text{Cooling System Cap} & \times & \text{Cost per Gal.} & = & \text{Total Cost (H)} \\ \hline \underline{\hspace{2cm}} & \div & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & \text{(Gal)} & \times & \$4.50 & = \end{array}$$

F. Engine Vibration Damper: From the manufacturer's maintenance manual determine the Engine Vibration Damper replacement interval (If Required). Insert this hourly number, insert the labor cost and perform the calculation to arrive at the total cost for an engine vibration damper service.

$$\begin{array}{rcccccc} \text{Total Hrs. Operation} & \text{Service Interval} & & \text{Labor Cost} & & & = & \text{Total Cost (I)} \\ \hline \underline{\hspace{2cm}} & \div & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & & & = \end{array}$$

TOTALS: (Per one (1) unit) Listed below are each of the categories just calculated. Insert the total number of each category in the space provided and add the column.

- A. Grease Fittings \$ _____
- B. Engine Oil and Filters \$ _____
- C. Transmission Oil \$ _____
- D. Hydraulic System Changes \$ _____
- E. F & R Axle Oil Changes \$ _____
- F. Parking Brake Oil Changes \$ _____
- G. Cooling System Changes \$ _____
- H. Engine Vibration Damper \$ _____

TOTAL SCHEDULED MAINTENANCE COSTS: \$ _____

2.0 Solicitation Process Requirements

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

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

2.2. Schedule

- 2.2.1. **Solicitation Advertisement**
Sunday, November 6, 2011
- 2.2.2. **Bids Due (one (1) original and one (1) copy)**
Thursday, November 17, 2011 at 2:00 pm
Prescott City Hall
Attn: Purchasing Manager
201 S. Cortez St.
Prescott, AZ 86302
- 2.2.3. **Bid Opening**
Thursday, November 17, 2011 at 2:00 pm
Prescott City Hall
City Council Chambers
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 issued no later than the date and time listed in Section 2.2. Addenda and City answers will be posted on the City's website at www.prescott-az.gov/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 clearly identified as separate from the others.

2.7. **Delivery of Bids**

Sealed bids (one (1) original and one (1) copy) must be received and stamped at Prescott City Hall Main Reception 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 or shortly thereafter.

The bid shall be addressed to:
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 outside of the envelope shall 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 filed unopened.

2.8. **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.

2.9. **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 120 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 including those in which pricing exceeds existing cooperative contracts; 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 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 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 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.

2.16. **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:

2.18.1. Bid Form A - Bidder Response Cover Sheet

- 2.18.2. Bid Form B - Price Sheet
- 2.18.3. Bid Form C - Bid Certification
- 2.18.4. Bid Form D - Non-Collusion Certificate
- 2.18.5. Bid Form E – Contractor Questionnaire
- 2.18.6. Bid Form F – Certificate of Ownership
- 2.18.7. Bid Form G – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. **Entire Agreement:** This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.
- 3.2. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 3.3. **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.
- 3.4. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.5. **Schedule:** Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.6. **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.
- 3.7. **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.8. **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.
- 3.9. **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.
- 3.10. **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.
- 3.11. **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.
- 3.12. **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.

- 3.13. **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.
- 3.14. **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.
- 3.15. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- 3.16. **Insurance:** The Contractor shall obtain and maintain in effect during the term of this Agreement liability insurance policy(ies) with limits not less than those set forth in this Agreement. The amount and type of insurance coverage requirements set forth herein are the minimum requirements and will in no way be construed as limiting the scope of indemnity covenants contained in this Agreement.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including "Completed Operations", using form (CG2010 (10/01) and CG 2037 (10/01) or equivalent.**

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

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

- a. Policy shall contain a **waiver of subrogation** against the City of Prescott.
- 3.17. **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.
- 3.18. **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.
- 3.19. **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.
- 3.20. **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.
- 3.21. **Adjustments:** The City's Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 3.22. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.
- 3.23. **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.
- 3.24. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.25. **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.
- 3.26. **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.
- 3.27. **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.
- 3.28. **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.
- 3.29. **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.
- 3.30. **Termination:**
- 3.30.1. **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.
- 3.30.2. **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.

- 3.30.3. **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.
- 3.30.4. **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.
- 3.31. **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.

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 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Contractor Questionnaire: Bidder shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Bidder shall complete, sign, and submit Form F completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.7. Form G - Bidder Qualifications, Representations and Warranties
- 5.7.1. Bidder shall complete and submit Solicitation Form G. 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.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Solicitation Number: _____

Description:.....

Please note all that apply:

Addenda Number(s) Received (if any)
..... _____

Original Forms A through G plus one (1) photocopy

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contractor Comments: _____

Form B – Price Sheet

Delivery: Materials shall be delivered as follows (Delivery hours are between the hours of 7:00 A.M. and 3:30 P.M):

F.O.B. City of Prescott
Transfer Station
2800 Sundog Ranch Road
Prescott, Arizona 86301

Item: (1) Replacement Tool Carrier / Wheel Loader

Please submit **Wheel Loader Life Cycle Cost Bid Form**

Delivery of Units (FOB Prescott) Shall Occur Within _____ Days Following Supplier Receipt of Order

Payment Terms: _____

(The City's payment terms are N30 but discounts will be taken as offered when practical - ie. 2% 10 N30)

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

Signature

Title

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Addendum	Issue Date
_____	_____
_____	_____

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

- C.3** That the Bidder’s bid consists of the following:
- 1. Form A – Solicitation response package cover sheet
 - 2. Form B – Price Sheet
 - 3. Form C – Bid Certification
 - 4. Form D – Non-Collusion Certificate
 - 5. Form E – Contractor Questionnaire
 - 6. Form F – Certificate of Ownership
 - 7. Form G – Bidder Qualifications, Representations and Warranties

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 – Contractor Questionnaire

Yes - No

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

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

Company: _____

Address: _____

Name: _____
(please print)

Title: _____
(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** _____ **2011.**

Signature

Title

Form G – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

- G1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.
- G2 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.
- G3 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 on attached, separate sheet for ten municipal clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services.

A Bidder with unsatisfactory references may have its bid rejected.

- G4 Bidder's Examination** - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

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

Signature

Title