

# City of Prescott

## Notice Inviting Bids

### Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package

#### Project Specifications and Bid Documents



**BID OPENING:** July 21, 2016 at 2:00 PM  
City of Prescott Council Chambers  
201 S. Cortez Street  
Prescott, Arizona 86301

**PREPARED BY:** City of Prescott Public Works  
433 N. Virginia Street  
Prescott, Arizona 86301

June 2016

City of Prescott  
Public Works Department  
433 N. Virginia Street  
Prescott, AZ 86301

## Notice Inviting Bids

### Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package

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## NOTICE INVITING BIDS

**PROJECT:** Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package

**DESCRIPTION:** This solicitation provides the requirements to furnish a generator package (stand-by generator(s) (new, used or combination), fuel tank(s) (diesel or natural gas), and transfer/disconnect switch), and removal/salvage of five (5) Waukesha engines and accessories at the City of Prescott, Water Treatment Booster Facility located at 251 N. State Route 89, Chino Valley, AZ. This bid is for equipment only; installation/connection of the equipment will be provided by others.

**BID OPENING:** Thursday, July 21, 2016, at 2:00 PM

**SITE VISIT:** Wednesday, July 13, 2016, at 1:00 PM, City of Prescott Water Treatment Booster Facility

Sealed bids will be received at the Office of the City Clerk, addressed to the attention of the City Clerk, City of Prescott, 201 S. Cortez Street, Prescott, AZ 86303, before 2:00 PM on July 21, 2016, for furnishing all plant, materials, labor and work related to the Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package.

Bids will be opened and read aloud at the noted date and time in the Prescott City Hall Council Chambers. Any bid received at or after 2:00 PM on the above stated date 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.

Copies of the Project Specifications and Contract Documents are available for public inspection at the Public Works Department, 433 N. Virginia Street, Prescott, Arizona, 86301, (Phone: (928) 777-1130; TDD: 777-1100) or on the City's website at <http://www.prescott-az.gov/business/bids/>. Those interested in having individual sets of the Specifications and Documents may obtain them free of charge on the City's website or by payment of \$5.00 per set from Public Works, of which cost is non-refundable. An additional fee of \$5.00 will be required for mailing, if so desired.



Candace Manibusan, Contract Specialist

PUBLISHED: 2TC July 3 & July 10, 2016

## **SECTION 1. GENERAL**

### **1.1 OVERVIEW:**

- A. This solicitation provides the requirements to furnish a generator package (stand-by generator(s) (new, used or combination), fuel tank(s) (diesel or natural gas), and transfer/disconnect switch), and the removal and salvage of five (5) Waukesha engines and accessories at the City of Prescott, Water Treatment Booster Facility located at 251 N. State Route 89, Chino Valley, AZ. This bid is for equipment only; installation/connection of the equipment will be provided by others.
- B. A site visit and existing equipment review will be held for all prospective Bidders at 1:00 PM on Wednesday, July 13, 2016, at 251 N. State Route 89, Chino Valley, AZ.

### **1.2 GENERATOR PACKAGE SUMMARY:**

- A. General Purpose: The equipment proposed shall be capable of supplying stand-by power to operate one 1000 HP booster pump at an elevation of 4,900 ft.
- B. Condition/Value: The generator package shall have no visual defects and will be evaluated based on total package condition/value for the best stand-by power option for the Water Treatment Booster Facility.
- C. Qualified US Manufacturer: The manufacturer of the equipment shall have a sales/service facility within a 100 mile radius, extensive experience in the production of such equipment, and the equipment shall be manufactured in the continental United States.
- D. Factory Start-up Services: Delivery, training and start-up services shall be included in the bid including a two (2) hour load test with load bank supplied by vendor, and performed by a full time factory employee experienced in the operation of this equipment.
- E. Warranty: The equipment shall include a warranty to be free of defects in materials and workmanship. Warranty offers shall be evaluated as part of the total package for selection of the best overall value.
- F. Removal/Salvage: The package shall include the removal and salvage of five (5) existing Waukesha engines and accessories as described in Section 2.2.

## **SECTION 2. PRODUCT SPECIFICATIONS**

### **2.1 EQUIPMENT:**

- A. Supply of stand-by power generator(s) sized appropriately to safely start and run a 1000 HP, 2300 Volt, booster pump with starting amperage of 616 Amps per leg and running amperage of 200 Amps per leg.
- B. Supply of one (1) fuel tank to provide adequate fuel supply for the generator(s) for a 24-hour run period under 75% load.
- C. Supply of one (1) manual transfer switch or disconnect switch to manually transfer the 1000 HP pump electrical demand from primary power supply to the back-up power supply.

2.2 EXISTING EQUIPMENT TO BE REMOVED/SALVAGED:

A. Scope: Removal/Salvage of existing engines

Quantity: 5

Engine: Waukesha H24GLD

Model: H24GLD

Engine Power: 373 Kw

Engine: 500 HP

Fuel: Natural Gas

Serial No(s): 93858/1-5

Hours:

#1- 22,170 hrs

#2- 22,676 hrs

#3- 25,433 hrs

#4- 7,929 hrs

#5- 24,603 hrs

B. Scope: Accessory Equipment to be Removed/Salvaged

Equipment: Amarillo 90 Degree Angle Drive

Quantity: 5

Model: CH500A

Ratio: 1 to 1

Equipment: Amarillo Gear Combination Right Angle Drive

Quantity: 1

Model: CH500A

Serial No: 256886

Ratio: 1 to 1

Other Equipment: Drive Shafts

Size: Drive Shafts Various Lengths

Quantity: 5

Other Equipment: Expanded Steel Drive Shaft Guards

Quantity: 5

**SECTION 3. SOLICITATION PROCESS REQUIREMENTS**

3.1 LETTER OF INTEREST: Bidders wishing to receive addenda to this solicitation, answers to questions posed by other Bidders, and related information shall submit a Letter of Interest to the City's representative in person, by fax or email.

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

Name

Title

Company Name

Mailing Address

Telephone Number  
Fax Number  
Email Address

### 3.2 SUBMITTALS: Bid Package

The Bidder shall provide three (3) bid packages (**one (1) original and two (2) copies**) of the following documents that will be evaluated on a total package condition/value for the best stand-by power option system for the Water Treatment Booster Facility.

1. Cover letter describing Generator Package; equipment proposed, general overview/interest in project, delivery system, and other requirements/conditions. Bidder shall define the capability of their organization to meet the intended objectives of this invitation for bids. The responses should be specific and complete in detail.
2. Generator engine evaluation and/or history report and generator condition and/or history report.
3. Description of the equipment warranty offered as part of the package. Submissions that are other than the national published warranty must be signed by a manufacturer representative to be accepted.
4. Project sizing report, project load report, and generator condition reports.
5. Shop drawings and specifications for the equipment to be provided.
6. Manufacturer's literature, illustrations, and specification sheets defining materials of construction and dimensions for the equipment to be provided. The materials must include detailed physical, construction, performance, and warranty information, suitable for evaluation purposes.
7. Relevant References/Experience. List should include a minimum of six (6) utility type organizations using the same type of equipment proposed and operating for a minimum of five (5) years.
8. Bid Proposal
9. Addenda (if issued)
10. Required Forms
  - Form A – Solicitation Response Cover Sheet
  - Form B – Price Sheet
  - Form C – Bid Certification
  - Form D – Non-Collusion Certificate

### 3.3 SUBMITTALS: Successful Bidder Package

The Successful Bidder shall provide one (1) hard copy and one (1) electronic copy of the Operations and Maintenance (O&M) Manual for the stand-by generator(s) being supplied, to include one complete copy of all submittal documents as part of the O&M.

- 3.4 PROPOSAL EVALUATION: The following elements shall be used for evaluation:
- A. Overall equipment construction, including weight, size and type of materials.
  - B. Operational efficiency and performance.
  - C. Proven design of equipment and length of time in a field environment.
  - D. Manufacturer's standard warranty and optional extended warranties proposed.
  - E. Presence of local sales representative, manufacturer's offer of long-term maintenance, and customer reference responses.
  - F. Cost proposal.
  - G. Supplier qualifications.
  - H. Responsiveness to City's Invitation for Bid and overall interest in project.
- 3.5 COMMUNICATIONS WITH THE CITY: All communications regarding this solicitation must be directed in writing to the City's representative. 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 official contact for this solicitation.
- City Representative: Craig Dotseth, Utilities Manager  
433 N. Virginia Street, Prescott, AZ 86301  
(928) 777-1632 phone / (928) 771-5929 fax  
[craig.dotseth@prescott-az.gov](mailto:craig.dotseth@prescott-az.gov)
- 3.6 PROPOSED SCHEDULE: The following schedule is tentative and does not commit the City to accepting any bid. The city reserves the right to modify this schedule as needed during the project.

**Solicitation Advertisement**

Sunday, July 3, and Sunday, July 10, 2016

**Pre-Bid Site Visit**

Wednesday, July 13, 2016 at 1:00 PM  
City of Prescott Water Treatment Booster Facility  
251 N. State Route 89, Chino Valley, AZ 86323

**Deadline for Questions**

Thursday, July 15, 2016 at 5:00 PM

**Deadline for Issuance of Addenda**

Monday, July 18, 2016 at 12:00 PM

**Bids Due**

Thursday, July 21, 2016 by 2:00 PM  
City of Prescott, City Clerk's Office  
201 S. Cortez Street, Prescott, AZ 86303

## **Bid Opening**

Thursday, July 21, 2016 at 2:00 pm  
City of Prescott Council Chambers  
201 S. Cortez Street, Prescott, AZ 86303

- 3.7 **QUESTIONS:** Bidders who have questions about this solicitation may direct them to the City's representative in writing, by fax or email. Questions must be received by the City's representative no later than the date and time listed in Section 3.6. 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.
- 3.8 **CITY ANSWERS AND ADDENDA:** Changes to this solicitation will be made only by formal written addenda issued by the Public Works Director. Any such addenda and City answers to questions will be issued no later than the date and time listed in Section 3.6. Addenda and City answers will be emailed or faxed to all Bidders who submitted a Letter of Interest. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition of equipment and services. 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.
- 3.9 **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.
- 3.10 **MULTIPLE BIDS:** *A Bidder may submit multiple bids* for this solicitation, however each bid must be submitted separately (in its own complete package) from the others. The City will review each bid individually and rank them without regard for other submittals by the same Bidder.
- 3.11 **DELIVERY OF BIDS:** Sealed bids [**one (1) original and two (2) copies**] must be received at City Hall, to the City Clerk no later than the date and time listed in Section 3.6. The bids will be opened and read publicly in the Council Chambers at that time.

All Bids submitted shall be addressed to:

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

Bidder shall enclose bid in a sealed envelope. The outside of the envelope shall be marked: "Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package", and shall indicate the Bidder's name, mailing address, bid closing date and time. The City shall not consider late bids, telegraphic (fax) or electronic (email) bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the US 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.

- 3.12 **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.

- 3.13 **ERRORS IN BIDS:** Bidder is responsible for all errors or omissions in their bids, and any such errors or omissions will not serve to diminish their obligations to the City.
- 3.14 **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 3.6. A request to withdraw a bid may only be made within three (3) business days after the bid due date and time, and a withdrawal will only be permitted if, in the sole discretion of the City, there exists a good faith basis for allowing the withdrawal. The procedures and timing for a Bidder to request a withdrawal shall follow the general processes contained in Section 3.18 of this solicitation.
- 3.15 **CHANGES IN BIDS:** Prior to the bid due date and time listed in Section 3.6, 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.
- 3.16 **REJECTION OF BIDS:** The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.
- 3.17 **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.
- 3.18 **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.
- 3.19 **PROTESTS:** Any protest of a notice that a bid is non-responsive must be filed by 5:00 PM 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 filed with the City Clerk's Office at 201 S. Cortez Street, Prescott, AZ 86303, or by fax to (928) 777-1255. 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 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. The filing of a protest shall not prevent the City from executing an agreement with any other Bidder.

#### **SECTION 4. GENERAL BID TERMS AND CONDITIONS**

- 4.1 **ENTIRE AGREEMENT:** This Bid, including all attachments referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Notice Inviting Bids (NIB), all addenda to the NIB, and the Vendor's response to the NIB are explicitly included in this Bid. 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 Bid amendment; the Bid; the most recently issued addendum to the City's NIB; the City's NIB; and the Vendor's response to the NIB.
- 4.2 **TERM:** The term of this Bid shall commence on the date the City's representative signs the same and shall expire as stated within the Bid.
- 4.3 **FREIGHT:** Prices include freight prepaid and allowed. The Vendor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 4.4 **TITLE:** Prices are F.O.B. destination. Title to items and risk of loss remain with the Vendor until the City receives items at the delivery point.

- 4.5 **OVERAGES/UNDERGOES:** Shipments shall correspond with the Bid. Any unauthorized advance or excess shipment is returnable at the Vendor's expense.
- 4.6 **SCHEDULE:** Unless the City's representative requests a change in schedule, the Vendor shall deliver the items or render the services as stated in the Bid. At the City's option, the Vendor's failure to timely deliver or perform may require expedited shipping at the Vendor's expense, or may be cause for termination of the Bid and the return of all or part of the items at the Vendor's expense. If the Vendor anticipates difficulty in meeting the schedule, the Vendor shall promptly notify the City's representative of such difficulty and the length of the anticipated delay.
- 4.7 **PAYMENT:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the Bid. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 4.8 **UNLAWFUL OVERCHARGES:** The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 4.9 **PRICE WARRANTY:** The Vendor 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 Vendor warrants that prices shown on this Bid are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 4.10 **WARRANTIES:** The Vendor warrants that all goods are merchantable and 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.
- 4.11 **PUBLICITY:** The Vendor shall not advertise or publish the fact that the City has contracted to purchase items from the Vendor without the City's prior written approval.
- 4.12 **PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Vendor 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 Vendor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Vendor in the event that the City must disclose these materials by law.
- 4.13 **INDEMNIFICATION:** To the extent permitted by law, the Vendor 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 Bid, or the Vendor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
- 4.14 **COMPLIANCE WITH LAW:** The Vendor, 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.

- 4.15 TAXES: The Vendor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Bid; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Bid.
- 4.16 ADJUSTMENTS: The City's representative 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 Vendor may accommodate without substantial additional expense to the City.
- 4.17 TERMINATION:
- A. For Cause: Either party may terminate this Bid 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.
  - B. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Bid 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.
  - C. 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.

## **SECTION 5. STANDARD BID INFORMATION**

- 5.1 DEFAULT BY BIDDER: In case of default by the Bidder, the City 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 Bid or Purchase Order and the actual cost thereof to the City. 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.
- 5.2 WARRANTY: Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor that shall be fully responsible for all warranty performance relating to any part or 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.
- 5.3 LITIGATION: The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorney's fees, either pursuant to the Bid or any other state or federal statute.
- 5.4 COOPERATIVE USE OF BID: This Bid may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- 5.5 BRAND NAMES: Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

## **SECTION 6. INSTRUCTIONS FOR SUBMITTAL FORMS**

Bidder shall complete, sign where appropriate, and submit Forms A-D with Form A as the first page of the bid package.

Form A – Solicitation Response Cover Sheet

Form B – Price Sheet

Form C – Bid Certification

Form D – Non-Collusion Certificate

*Form A – Solicitation Response Cover Sheet*

**City of Prescott  
Solicitation Response**

Description: Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package

Please note receipt of all that apply:

- Water Treatment Booster Facility Stand-by Generator(s) & Waukesha Gas Engine Exchange Package
- Addenda Number(s) Received (if any)
- Original Forms A through D (plus two (2) photocopies)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Contact: \_\_\_\_\_

Supplier Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Form B – Price Sheet (1 of 2)**

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
1	Water Treatment Booster Facility Stand-by Generator Package (Items in Section 1.2A-E, Section 2.1B)	\$ _____
1	Manual Transfer/Disconnect Switch Complete (Item in Section 2.1C)	\$ _____
	Subtotal	\$ _____
1	Removed/Salvaged Equipment Value (Items in Sections 1.2F, 2.2)	Deduction \$ _____
	TOTAL BID	\$ _____ *

\* Includes Freight and any other associated costs

Delivery after receiving PO: \_\_\_\_\_ days

Delivery address: 251 N. State Route 89, Chino Valley, AZ 86323

Payment Terms: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

***Form B – Price Sheet (Continued 2 of 2)***

Water Treatment Booster Facility Stand-by Generator Package Description  
(Items in Section 1.2A-E, Section 2.1B)

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***Form C – Bid Certification***

Bidder: \_\_\_\_\_

The Bidder hereby certifies the following:

C.1 That the Bidder has read the City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda; and to the best of their knowledge, has complied with the mandatory requirements stated therein.

Addendum (if applicable)	Issue Date
_____	_____
_____	_____

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

C.3 That specifications and requirements of this NIB have been met. Yes \_\_\_\_\_ No \_\_\_\_\_

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

C.4 That the Bidder’s bid consists of the following:

- Form A – Solicitation response package cover sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate

C.5 That the Bidder’s bid is valid for 60 days.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

*Form D – Non-Collusion Certificate*

Bidder: \_\_\_\_\_

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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.