Invitation for Bid (IFB)

Monthly Rental of Horizontal Grinder

Specifications
and
Contract Documents

BID OPENING:	**Thursday, January 8, 2015 at 2:00 PM** Office of the City Clerk City of Prescott 201 S Cortez Street Prescott, Arizona 86303
PREPARED BY:	Field and Facilities Services Department City of Prescott 2800 Sundog Rd. Prescott, AZ 86303

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Introduction

The City of Prescott, Field and Facilities Services Department is seeking bids for the monthly rental of a horizontal grinder per the specifications herein. In accordance with the City of Prescott Procurement Code, award will be made to lowest most responsible and responsive bidder who conforms to all material respects in the IFB.

Information regarding the submittal requirements of this IFB may be obtained through the Contract Specialist named herein or the entire bid package can be downloaded at the City of Prescott website at http://www.prescott-az.gov/business/bids/.

The City of Prescott shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment. All technical questions regarding this Invitation for Bid must be submitted in writing via e-mail or fax to the Contract Specialist.

1.0 Specifications/Scope of Work

The horizontal grinder must include and be able to adhere to the following. Rental costs shall include the cost for regular wear items. A minimum of eight hours of training will be provided to City staff by the successful Bidder.

- Horizontal table feed.
- Track mounted.
- Reverse fan for radiator clean out.
- Remote controlled.
- Fire suppression system on grinder.
- Conveyor belt discharge.
- Able to grind to two-inch minus material.
- Automatic feed table.
- Safety lights and buzzers.
- 300-500 HP range
- At least 24" wide feed height.
- Magnet on discharge belt to retrieve metal.

1.1 Suppliers need to include sales or use tax as appropriate in their written quote. Freight charges if applicable, should also be included. Quotes should be FOB Prescott.

1.2 Please complete the attached form in its entirety. Do not simply note "see attached quote"; your quote will be rejected.

1.3 Include illustrations and descriptive literature for the Horizontal Grinder and your best delivery schedule. Circumstances might prevent the City from taking advantage of a cash discount; we ask that you not include one as part of your quote. It cannot be considered in comparing prices.

1.4 All quotes must conform to the minimum federal and State of Arizona regulations with respect to bidding, discrimination, wage rates, conflicts of interest, etc.

1.5 The right is reserved to purchase all or part of the material listed, and to reject any and all quotes. Quotations made must be firm for 90 days unless otherwise stated as part of your quote.

2.0 Solicitation Process Requirements

2.1 **Communications with the City:**
All communications regarding this solicitation must be directed in writing to the Contract Specialist. Unless authorized, 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 Contract Specialist for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's Contract Specialist for this solicitation is:

Pam Risaliti, C.P.M., CPPB
Contract Specialist
City of Prescott
Field and Facilities Services Department
Phone: 928-777-1659
E-mail: pam.risaliti@prescott-az.gov

2.2 **Solicitation Timeline:**

Solicitation Advertisement
Sunday, December 14, 2014

Solicitation Release
Monday, December 15, 2014

Final Date for Questions
Questions will not be accepted after Tuesday December 30, 2014 at 10:00 am

Bid Opening
Thursday, January 8, 2015 at 2:00 pm
City of Prescott, City Clerk
Council Chambers
201 S. Cortez Street
Prescott, AZ 86303

2.3 **Bid Evaluation:**

In an IFB, award(s) shall be made to the lowest most responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax, disbarment or judgment liens.

Evaluation criteria will include, but is not limited to:

a. Price.
b. Conformity with Bid specifications, terms and conditions, bidder instructions and any other contractual clauses and/or requirements.
c. Demonstrated performance and/or rated quality of Bidder.
d. Possesses legally required licenses, certifications and/or qualifications to perform the contract.
e. Cost consideration, bidder's financial capability to perform the contract, and any other factors that would be beneficial to the City.

f. Record of past performance and integrity on City and/or other public agency contracts.
g. References.

2.4 **Proprietary Material:**

Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form A-H 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 form or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 **Multiple Bids:**

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

2.6 **Delivery of Bids:**

Sealed bids (one (1) original and two (2) copies) must be received at the office of the City Clerk no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

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

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

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

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

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

2.7 **Cost of Bids:**

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

2.8 **Errors in Bids:**

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

2.9 **Withdrawal of Bids:**

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

2.10 **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.

2.11 **Rejection of Bids:**

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

2.12 **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.

2.13 **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.

2.14 **Protests:**
Any protest or notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the Contract Specialist via e-mail. 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.

2.15 **Bid Submittal:**
Bid must be sealed and the envelope must clearly indicate the information as described in Section 2.6. Bidder must fully complete and submit the following documents. Do not simply write words to the effect of "see attached bid" or your bid will be rejected.

2.15.1 Bid Form A - Solicitation Response Cover Sheet
2.15.2 Bid Form B - Price Sheet
2.15.3 Bid Form C - Bid Certification
2.15.4 Bid Form D - Non-Collusion Certificate
2.15.5 Bid Form E - Certificate of Ownership
2.15.6 Bid Form F - Bidder Qualifications, Representations and Warranties
2.15.7 Bid Form G - Bidder Optional Information
2.15.8 Bid Form H – Offer/Acceptance of Offer

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 Bidder. The City's Specifications, all addenda to the Specifications and the Bidder's response to the Specifications 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 Specifications; the Bidder's response to the Specifications.

3.2 **Term:**
The term of this Contract shall commence on the date the City's Agent signs the same and shall expire upon completion and final inspection.

3.3 **Freight:**
Prices include freight prepaid and allowed. The Bidder assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

3.4 **Title:**

Prices are F.O.B. destination. Title to items and risk of loss remain with Bidder until City receives items at the delivery point.

3.5 **Overages:**
Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Bidder's expense.

3.6 **Schedule:**
Unless the Contract Specialist requests a change in schedule, the Bidder shall deliver the items or render the services as stated in the Contract. At the City's option, the Bidder's failure to timely deliver or perform may require expedited shipping at the Bidder's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Bidder's expense.

3.7 **Payment:**
Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

3.8 **Unlawful Overcharges:**
The Bidder assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.9 **Price Warranty:**
The Bidder 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 Bidder 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.

3.10 **Date Warranty:**
Bidder warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Bidder by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Bidder shall send, at Bidder's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Bidder shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

3.11 **Equal Employment Opportunity:**
During the term of this Contract, the Bidder agrees as follows: The Bidder will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3.12 **Diversity:**
The City encourages the Bidder to employ a workforce reflective of the region's diversity.

3.13 **Discrimination in Contracting:**
The Bidder 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 Bidder 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.

3.14 **Record-Keeping:**
The Bidder 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 Bidder's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Bidder shall also maintain all written quotes, bids, estimates, or proposals submitted to the Bidder 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 Bidder shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.15 **Publicity:**
The Bidder shall not advertise or publish the fact that the City has contracted to purchase items from the Bidder without the City's prior written approval.

3.16 **Proprietary and Confidential Information:**
The Bidder 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 Bidder, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Bidder in the event that the City must disclose these materials by law.

3.17 **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 Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that 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 therefrom, 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.

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

3.18 **Insurance:**
Required pursuant to General Services Contract Language. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent as directed as provided for in section 2.1. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, 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
- Fire Legal Liability (Damage to Rented Premises) $ 100,000

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 ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

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 ".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	$1,000,000
Disease – each employee -	$1,000,000
Disease – policy limit -	$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

3.19 **Compliance with Law:**

The Bidder, 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.

3.20 **Licenses and Similar Authorizations:**

The Bidder, 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.

3.21 **Taxes:**

The Bidder 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 Bidder's interest in this Contract.

3.22 **Americans with Disabilities Act:**

The Bidder 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 Bidder is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Bidder 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.

3.23 **Adjustments:**

The City, at any time, may make reasonable changes in the place of delivery, replacement or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Bidder may accommodate without substantial additional expense to the City.

3.24 **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 Bidder is otherwise notified, the Contract Specialist shall be the City's authorized agent.

3.25 **Assignment:**
Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Bidder may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

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

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **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.

3.31 **Gratuities:**
The City may, by written notice to the Bidder, terminate Bidder'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 Bidder or any agent thereof to any City official, officer or employee.

3.32 **Termination:**

3.32.1 **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.

3.32.2 **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.

3.32.3 **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 Bidder shall be paid for all items accepted by the City.

3.32.4 **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.

3.33 **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 Bidder under the following terms and conditions: Bidder 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 Bidder is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Bidder, the Bidder shall make such delivery as soon as practicable. If the Bidder is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Bidder shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Bidder is unable to provide such goods and/or services as requested by the City, the Bidder may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Bidder has obtained prior approval from the City for such substitution. The Bidder 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 Bidder incurring unavoidable additional costs and causes the Bidder to increase prices in order to obtain a fair rate of return, the Bidder shall provide the City with appropriate documentation of the additional costs. The Bidder acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Bidder, 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 Contract Specialist.

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) Bidder. That one Bidder shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The Bidder's responsibility shall include all warranty involving sub-Bidders. The Bidder shall supply a warranty on all parts and workmanship from the initial delivery date. The Bidder 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, court rule, or common law.

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 Bidder. Any such usage by other entities must be in

accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

5.0 Instructions for Submittal Forms:

5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C

5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.

5.5. Form E - Certificate of Ownership: Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6. Form F - Bidder Qualifications, Representations and Warranties: Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.

5.7. Form G - Bidder Optional Information: Form G is for informational purposes only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.
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 Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the City's request.

5.8 Form H –Offer/Acceptance of Offer: Form H to be completed by bidder. Acceptance of Offer will be completed by City upon acceptance of offer and award.

Form A – Solicitation Response Cover Sheet

City of Prescott
Solicitation Response

Description……..…Monthly Rental of Horizontal Grinder

Please note all that apply:

☐ Total monthly rental price

(Total from Form B Line 4) ……$_____

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

☐ Original Forms A through H plus two (2) photocopies

Business Name: _____

Business Address: _____

_____

Business Phone: (_____) _____

Business Fax: (_____) _____

Business Contact: _____

Bidder Comments: _____

_____

_____

_____

_____

Dated this _____ day of _____ 2015.

_____
Signature

_____
Title

Form B – Price Sheet

Items	Cost
1. Monthly rental amount for Horizontal Grinder (rental to include mobilization/demobilization costs, freight, installation, taxes and all other related costs).	$_____
2. Eight of hours of training for City staff	No Charge

Payment Terms: _____

Dated this _____ day of _____ 2015.

_____
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 Cover Sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Optional Bidder Information
8. Form H- Offer/Acceptance of Offer

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

Dated this _____ day of _____ 2015.

_____ _____

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 _____ 2015.

_____ _____

Signature **Title**

Form E – Certificate of Ownership

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

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

Dated this _____ day of _____ 2015.

_____ _____

Signature **Title**

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

F1 **Meets Minimum Specifications**

	YES	NO
Furnish and install all labor, materials, equipment and services to complete the delivery and installation of said equipment per the attached Specifications and Scope of Work.		

F2 **Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.

F3 **Subcontractors** – Bidder submits as Attachment 1 to this Bid Form F 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.

F4 **References** – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

Reference #2
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

Reference #3
Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____

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

F5 **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, and the solicitation. Bidder acknowledges and agrees that it

has satisfied itself by its own examination, investigation and research, and that is 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 _____ 2015.

_____ _____

Signature **Title**

Form G – Bidder Optional Information

Bidder Name:_____

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

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

WMBE Status:

Certification:
_____ Women's Business Enterprise WMBE Certification No._____
_____ Minority Business Enterprise
_____ Minority and Women's Business Enterprise
_____ Disadvantaged Business Enterprise DBE Certification No._____

Ethnicity:
_____ Asian American _____ Native American
_____ African American _____ White
_____ Hispanic

Gender: _____ Male _____ Female

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

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

Is Bidder at least 51% minority owned? _____ Yes _____ No

Ethnicity:
_____ Asian American _____ Native American
_____ African American _____ White
_____ Hispanic

Gender: _____ Male _____ Female

Form H-Offer and Acceptance of Offer

In accordance with City of Prescott Procurement Code competitive sealed bids for the material or services specified will be received by the City of Prescott at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Prescott on or prior to the exact date and time indicated. Late bids will not be considered. ***Bids shall be submitted in a sealed envelope with the IFB number and the bidder's name and address clearly indicated on the front of the envelope***. All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** IFB Package and initial each page.

OFFER

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of IFB except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Prescott General Terms and Conditions.

For clarification of this offer contact: Name: _____	Telephone: _____ Fax: _____ E-Mail: _____
Company Name	Authorized Signature for Offer
Address	Printed Name
City State Zip Code	Title

ACCEPTANCE OF OFFER AND AWARD (For City of Prescott Use Only)

Your offer is hereby accepted. The bidder is now bound to provide the materials and/or services in the bid, including all terms conditions, specifications, amendments, etc., and the bidder's offer as accepted by the City. The bidder is hereby cautioned not to commence any billable work or provide any material or service under this contract until bidder has been authorized to proceed per subsequent Purchase Order.

Attested by: _____ Dana DeLong, City Clerk	*For City Internal Use only:* Signature for Scope/Content/Budget approval: _____ Department Director	City of Prescott, Arizona. Effective Date: _____ Approved as to form: _____ City Attorney
City Seal	_____ _____ Contract Number	Awarded on:_____ _____ Craig McConnell, City Manager