City of Prescott

Notice Inviting Bids
For

Removing and Recycling of Scrap Metals

Standard Specifications and Contract Documents

BID OPENING: July 18, 2019 at 2:00 PM
City of Prescott
Council Chambers
201 S. Cortez Street
Prescott, Arizona

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

June 2019
Notice Inviting Bids
Removing and Recycling of Scrap Metals

Description: The Vendor will furnish all labor, tools, materials, and equipment (including various sizes of containers sufficient to meet the needs of each location), for pickup, and recycling/reuse of scrap material from each City location. The Vendor will haul and recycle, scrap material from all City locations, and will provide electronic records of the scrap material collected at each City location to the City of Prescott.

BID OPENING: Thursday, July 18, 2019 at 2:00 PM

PRE-BID MEETING: Tuesday, July 9, 2019, at 10:00 AM, City of Prescott Public Works Department, 433 N. Virginia St.

Sealed bids will be received office of the City Clerk, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86301, until 2:00 P.M., Thursday, July 18, 2019, for Removing and Recycling of Scrap Metals. Any bid received after 2:00 pm on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott. The bid documents may be obtained from the City’s website at http://www.prescott-az.gov/business/bids. The outside of the bid envelope shall be marked: “Removing and Recycling of Scrap Metals” and shall indicate the Company name and address of the bidder, the closing date and time, and shall be addressed to the Public Works Director, City of Prescott, 433 N. Virginia Street, Prescott, AZ, 86301.

Erika Laster, Contract and Purchasing Administrator
PUBLISHED: TC June 23 & 30, 2019
The City of Prescott is soliciting bids for Removing and Recycling of Scrap Metals. Sealed bids shall be opened on Thursday, July 18, 2019 at 2:00 P.M. at the time and place indicated in Section 2.2.

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1.0 Bid Specifications/Scope of Work

1.1 The Vendor agrees to provide the City, with scrap metal recycling services as described herein.

1.2 Scope

I. WORK TO BE PERFORMED

A. All Material shall be sold on an “as is” and “where is” basis at any location;
B. In the event that the Vendor suspends business, or the City cancels the contract, the City reserves the right to reclaim all scrap released to contractor for which full payment has not been received;
C. The City has no obligation to the Vendor with regards to restoration or rehabilitation of the contractor’s premises or property;
D. Scrap or mixed metals consist of items such as metal chairs, electrical wiring, cast iron sinks and bathtubs, metal desks, appliances, barbeques, sheet metals, water heaters, wire scraps, scrap vehicle parts, lawn mowers, motors, etc.
E. The City makes no expressed or implied guarantee of any kind as to the condition of the material.
F. Tonnage for each pick-up shall be determined by the difference between the loaded and unloaded weight of the delivery vehicle, as determined by a certified scale, registered by the State of Arizona.
G. If anything other than the City scale is to be utilized for determining weights the contractor shall provide documentation deeming the scale being utilized is certified for use in the State of Arizona for the sale and resale of materials, and date of most recent calibration.

II. REQUIREMENTS Contractor shall:

A. Provide all labor, materials, equipment and supplies necessary for the removal and transport of appliances and scrap metal to complete performance of this contract;
B. Collect and recycle scrap metals material from all locations of service, which are described in Section IV “Locations of Service”, and will provide electronic records of the scrap metals material collected at each City location to the City of Prescott;
C. Remove material from the City premises within seven (7) days after telephone or email notification;
D. Provide a minimum of a twenty-four (24) hour notice to the City of any changes to the agreed upon schedule;
E. Be aware that excessive changes to the agreed upon schedule may result in the City exercising its right to cancel;
F. Provide containers transported at no cost to the City.
G. Maintain, current Federal, State and Local licenses and permits required for the operation of the business throughout the term of the agreement;
H. Provide all scale tickets in remittance payments for reconciliation purposes for scrap metals collected from sites other than the Transfer Station;
I. Contractor must weigh all truck loads at the City Transfer Station scales.
J. Receive a loaded weight ticket from the transfer station scale house indicating the tare weight (empty) weight of the vehicle and/ or container.
K. Report any weight discrepancies to the City within 24 hours of the load leaving the facility grounds.
L. Mail all scale tickets, with payment, to the City, within twenty-four (24) hours after pick-up, to the Contract and Purchasing Administrator at 433 N. Virginia St.
M. Pay the City revenue for all scrap metals collected for recycling; and
N. Submit with the payment to the City, a copy of the current months Scrap Monster.com pricing for cities within the state of AZ, first publication of the month, first Friday of the month for the scrap metal(s) commensurate to what the City is receiving payment for.

III. RESPONSIBILITIES

A. The City shall not be held responsible for the weight distribution of the load; however, City personnel will be available to assist, if necessary, as determined by City personnel;
B. The City shall not be held responsible for the loading or tie down of the load;
C. The City does not accept refrigerant-containing appliances unless accompanied with a certificate from a licensed professional stating refrigerant was recovered in compliance with applicable regulations;
D. Contractor shall arrive for pick-up with an empty truck;
E. Contractor is responsible for all costs of equipment, labor and supplies associated with the transportation of said materials as outlined in this contract;

IV. LOCATION OF SERVICES

SITE VISITS - Offerors may visit the main collection sites as listed in the NIB between June 24 and July 12, 2019 by contacting the following:

The Vendor shall collect scrap metal from the below pick-up locations.

Additional City Facilities may be added by mutual agreement between the Vendor and the City Contract and Purchasing Administrator. Existing locations, as identified below, may be deleted by the Vendor only with prior permission the City’s Contract and Purchasing Administrator.

<table>
<thead>
<tr>
<th>Scrap Metal Pick Up Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>City of Prescott Water</td>
</tr>
<tr>
<td>Division</td>
</tr>
<tr>
<td>City of Prescott Wastewater</td>
</tr>
<tr>
<td>Wastewater Treatment Plant</td>
</tr>
<tr>
<td>Contact: Scott Gregorio</td>
</tr>
<tr>
<td>(928) 777-1630</td>
</tr>
<tr>
<td>City of Prescott Wastewater</td>
</tr>
<tr>
<td>Collection</td>
</tr>
<tr>
<td>Contact: Irving Carr</td>
</tr>
<tr>
<td>(928) 777-1630</td>
</tr>
<tr>
<td>City of Prescott Transfer</td>
</tr>
<tr>
<td>Station</td>
</tr>
<tr>
<td>Contact: Mollie Mangerich</td>
</tr>
</tbody>
</table>
V. PRICING INDEX

A. Due to the variety of metals involved and to the fluctuating prices of metals, the contractor shall base their price upon the Scrap Monster Market for cities located within the state of AZ first publication of the month, first Friday of the month.

B. Price shall be firm until the first publication of the following month;

2.0 Bid Process Requirements

2.1 Communications with the City:

All communications regarding this bid must be directed in writing to the City of Prescott Public Works Department. Unless authorized by the Public Works Director, no other City official or employee is empowered to speak for the City with respect to this bid. 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 and Purchasing Administrator for this bid. Failure to observe this requirement may be grounds for rejection of Bidder’s bid. The City’s Contact for this bid is:

Erika Laster, Contract and Purchasing Administrator  
City of Prescott  
Public Works Department  
E-mail: erika.laster@prescott-az.gov

2.2 Schedule

2.2.1 Bid Advertisement  
Sunday, June 23 & June 30, 2019

2.2.2 Bid Opening  
Thursday, July 18, 2019 at 2:00 P.M.  
City of Prescott  
Council Chambers  
201 S. Cortez Street  
Prescott, Arizona

2.3 A Pre-Bid Meeting will be held on Tuesday, July 9, 2019 at 10:00 AM, located at 433 N. Virginia St., Prescott. Copies of the Notice Inviting Bids will NOT be available.
2.4 Questions and Requests for Addenda

Bidders who have questions about or suggestions for changes to this bid may direct them to the City’s Contact in writing by fax or email. 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 bid.

2.5 City Answers and Addenda

Changes to this bid will be made only by addenda issued by the CITY’S Contact. It is the bidder’s responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this bid, and will be made part of the resulting agreement.

2.6 Delivery of Bids

Sealed bids must be received at the City Clerk’s office no later than the date and time listed in Section 2.2.2. 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:

   City of Prescott  
   c/o City Clerk’s Office  
   201 S. Cortez Street  
   Prescott, Arizona

Bidder shall enclose bid in a sealed envelope. The envelope should identify the Bidder’s name, mailing address, Title (Removing and Recycling of Scrap Metals), and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.7 Cost of Bids

The City shall be not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the bid 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 120 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 bid, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Bid and Response in Agreement
This bid, 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 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 Public Works Department, 433 N. Virginia St, Prescott, AZ 86301. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this bid to resolve the basis of their protest during the bid 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 2.5. Bidder must fully complete and submit the following documents:
- Bid Form A – Bidder Response Cover Sheet
- Bid Form B – Bid Schedule
- Bid Form C – Bid Certification
- Bid Form D – Non-Collusion Certificate
- Bid Form E – Certificate of Ownership

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 Vendor. The City’s Notice Inviting Bid (NIB), all addenda to the NIB, and the Vendor’s response to the NIB 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 NIB; the City’s NIB; and the Vendor’s response to the NIB.

3.2 Award of Multiple Bids: In order to assure that any ensuing contracts will allow City to fulfill current and further requirements, City reserves the right to award Contracts to more than one vendor. The actual utilization of any contract will be at the sole discretion of City. The fact that City may make multiple awards should be taken into consideration by each Bidder.
3.3. Term: The term of this Contract is for one (1) year. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms and shall commence on the date that all parties have signed the same and shall expire as stated within the Contract.

3.4. Schedule: Unless the Public Works Director requests a change in schedule, the Vendor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Vendor’s failure to timely deliver or perform may be cause for termination of the Contract. If the Vendor anticipates difficulty in meeting the schedule, the Vendor shall promptly notify the Public Works Director of such difficulty and the length of the anticipated delay.

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

3.6. Equal Employment Opportunity: During the term of this Contract, the Vendor agrees as follows: The Vendor 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 Vendor 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.

3.7. Diversity: The City encourages the Vendor to employ a workforce reflective of the region’s diversity.

3.8. Discrimination in Contracting: The Vendor shall not create barriers to open and fair opportunities for subvendors 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 subvendors and suppliers, the Vendor 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.

3.9. Record-Keeping: The Vendor 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 Vendor’s utilization of other businesses as subvendors and suppliers in this contract and in its overall public and private business activities. The Vendor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Vendor by all businesses seeking to participate as subvendors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Vendor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.10. 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.

3.11. 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 believe 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.

3.12. 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 Contract, or the Vendor’s violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

3.13. Insurance: The Vendor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:

3.13.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO Form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent vendors liability;

3.13.2. If any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO Form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and

3.13.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** (“Industrial Insurance”) as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Vendor’s insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Vendor’s insurance.

3.14. 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.

3.15. Licenses and Similar Authorizations: The Vendor, 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.

3.16. Taxes: The Vendor 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 Vendor’s interest in this Contract.

3.17. Americans with Disabilities Act: The Vendor 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 Vendor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Vendor 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.
3.18. Adjustments: The Public Works Director 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.

3.19. 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 Vendor is otherwise notified, the Public Works Director shall be the City’s authorized agent.

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


3.22. 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.

3.23. 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.

3.24. 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.

3.25. 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.

3.26. Gratuities: The City may, by written notice to the Vendor, terminate Vendor’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 Vendor or any agent thereof to any City official, officer or employee.

3.27. Termination:

3.27.1. 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.

3.27.2. 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.

3.27.3. 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 Vendor shall be paid for all items accepted by the City.
3.27.4. 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.

4.0 Standard Bid Information

4.1. Default by Bidder: In case of default by the bidder, the City of Prescott may procure 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 Public Works Director.

4.2. 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 state or federal statute.

4.3. 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.

5.0 Instructions for Submittal Forms

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

5.2. Form B – Bid Schedule: Bidder shall certify that its bid will be valid for ** 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

6.0 Review of Bid Submittals and Vendors

6.1 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.

6.2 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.

6.3 In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this bid 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 bid 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.
7.0 Draft Contract

CONTRACT

Removing and Recycling of Scrap Metals

Contract #2019-xxx

THIS AGREEMENT, made and entered into this ** day of ** 2019, by and between **COMPANY NAME of **CITY NAME, **STATE NAME, hereinafter known as the VENDOR, and the CITY OF PRESCOTT, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter known as the CITY.

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

ARTICLE I - SCOPE OF WORK
The VENDOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required for the removal and recycling of scrap metals, as requested by the CITY, and to the satisfaction of the CITY.

ARTICLE II - CONTRACT DOCUMENTS
Exhibit "A" (the City’s Invitation for Bids) and Exhibit “B” (the VENDOR’s Bid) are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - CONTRACT TERM
The initial term of the contract shall be for one (1) year; by mutual agreement the parties may agree to renew for two (2) additional one (1) year terms and shall commence on the date that all parties have signed the same and shall expire as stated within the Contract.

VENDOR shall have sufficient capabilities to furnish all labor, tools, materials, and equipment (including various sizes of containers sufficient to meet the needs of each location), for pickup, and recycling/reuse of scrap material from each City location; however, that there are no guarantees by the City as to the minimum or maximum amount of material which may be purchased by the City during the term of this Agreement.

ARTICLE IV - COMPENSATION
A. For and in consideration of the faithful performance of the work herein embraced as set forth herein, the VENDOR agrees to pay the CITY as set forth in the attached bid Document, Form B.

A. Payment shall be made by the VENDOR within twenty-four (24) hours after receiving scrap metals.
ARTICLE V - CONFLICT OF INTEREST
Pursuant to A.R.S. Section 38-511, the CITY may cancel this contract without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. In the foregoing event, the CITY further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY from any other party to the Contract, arising as a result of the Contract.

ARTICLE VI - CANCELLATION
Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the CITY shall be paid for services performed to the date of Vendor's receipt of such termination notice.

ARTICLE VII - CHOICE OF LAW
This agreement shall be governed by and construed and interpreted in accordance with the laws of Arizona without reference to principles of conflict of laws.

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

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

ARTICLE X - NONDISCRIMINATION
The VENDOR, with regard to the work performed by it after award and during its performance of the Contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of VENDORS, subvendors, including procurement of materials and leases of equipment. The VENDOR will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974,

ARTICLE XI - VENDOR IMMIGRATION WARRANTY
The vendor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Vendor must also comply with A.R.S. §34-301, “Employment of Aliens on Public Works Prohibited,” and A.R.S. §34-302, as amended, “Residence Requirements for Employees.”

Under the provisions of A.R.S. §41-4401, Vendor hereby warrants to the City that the Vendor and each of its subvendors (“Subvendors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Vendor Immigration Warranty”).

A breach of the Vendor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Vendor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Vendor or Subvendor’s employee who works on this Contract to ensure that the Vendor or Subvendor is complying with the Vendor Immigration Warranty. Vendor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Vendor and any of its Subvendors to ensure compliance with the Vendor’s Immigration Warranty. Vendor agrees to assist the City in regard to any random verification performed.

Neither the Vendor nor any Subvendor shall be deemed to have materially breached the Vendor Immigration Warranty if the Vendor or Subvendor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Vendor enters into with any and all of its subvendors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a vendor or subvendor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE XII - COMPLIANCE WITH FEDERAL AND STATE LAWS

Under the Provisions of A.R.S. 41-4401, Consultant hereby warrants to the City that the Consultant and each of its subvendors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. 23-214(A) (hereinafter “Vendor Immigration Warranty”).

A breach of the Vendor Immigration Warranty shall constitute a material breach of this contract and shall subject the Vendor to penalties up to and including termination of this contract at the sole discretion of the City.
The City retains the legal right to inspect the papers of any Consultant or Subvendors employee who works on this Contract to ensure that the Consultant or Subvendor is complying with the Vendor Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any subvendors to ensure compliance with Vendor’s Immigration Warranty. Consultant agrees to assist the City in regard to any random verification performed.

Neither the Consultant nor any Subvendor shall be deemed to have materially breached the Vendor Immigration Warranty if the Consultant or Subvendor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. 23-214, Subsection A.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subvendors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a vendor or subvendor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE XIII - DOCUMENT CONTROL
In the event of a discrepancy between this Agreement and the Bid Documents, this Agreement shall control over the Bid Documents.

ARTICLE XIV – MINIMUM INSURANCE REQUIREMENTS
The Vendor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies or insurance known as: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent vendors liability;

If any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including overage for owned, non-owned, leased or hired vehicles; and

If any work under this Contract will be performed by a resident of the state of Arizona, Worker’s Compensation ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.10.2 above shall be endorsed in include The city or Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Vendor’s insurance shall be primary as respects the City, and any other insurance maintained by the city shall be excess and non-contributing with the Vendor’s insurance.

ARTICLE XIV - INDEMNIFICATION
The Vendor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Vendor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Vendory further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Vendor has or may have against the City, its agents or employees, arising out of or in any way connected with the
Vendor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents

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

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

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

DATED THIS _______ DAY OF ________________ 2019.

VENDOR

City of Prescott, a municipal corporation:

By: ____________________________

Greg L Mengarelli, Mayor

Name: __________________________

Title: __________________________

Attest: _________________________

Maureen Scott, City Clerk

Approved as to Form:

______________________________

Jon M. Paladini, City Attorney
Form A – Bid Response Cover Sheet

Project: Removing and Recycling of Scrap Metals

Please note all that apply:

☐ Original Forms A through E

Business Name: ___________________________________________

Business Address: ___________________________________________

Business Phone: (______) ____________________________

Business Contact: ___________________________________________

Supplier Comments: ___________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
Form B – Bid Schedule

Removing and Recycling of Scrap Metals

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Description Detail</th>
<th>Bid Price Per Ton (% of scrap.monster.com/USA West Coast Index published price paid to City)</th>
<th>Picked Up</th>
<th>Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clean copper</td>
<td>Any clean copper product</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dirty copper</td>
<td>Setters w/ solder, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Clean brass</td>
<td>Any clean brass product</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dirty brass</td>
<td>Meters w/ internals, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Iron (steel)</td>
<td>Raw ferrous steel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cast iron</td>
<td>Hydrants, valve cans &amp; lids, pumps, pipe, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ductile iron</td>
<td>Pipe product pieces</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Aluminum</td>
<td>Any aluminum product (lids, railings, cans, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Electric motors</td>
<td>complete motors (windings, case, rotor, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Mixed Ferrous and Non-Ferrous scrap metals</td>
<td>Assorted scrap metals generated from households and businesses collected at Transfer Station.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Dumpsters</td>
<td>Flattened 2yd-8yd dumpsters</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company Name

____________________________________
Date Signed

____________________________________
Signature of Company Official

Email Address: _______________________

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 bid 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.

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C.2 That he/she has had opportunity to ask questions regarding the bid, 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 – Bid Response Cover Sheet
2. Form B – Bid Schedule
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership

C.4 That the Bidder’s bid is valid for 120 days.

Dated this _____ day of ____________________ 2019

_________________________________ _________________________________
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 bid.

Dated this _____ day of _________________ 2019

_________________________________ _________________________________
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 _________________ 2019

_________________________________ _________________________________
Signature     Title