



Request for Statement of Qualifications
Standard Specifications and Contract Documents
Recycling of Scrap Metals & Materials

MAYOR AND COUNCIL:

Philip Goode, Mayor
Jessica Hall, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

C. Ashley Couch

Request for Statement of Qualifications

Recycling of Scrap Metals & Materials

DESCRIPTION: The City of Prescott is soliciting for Recycling of Scrap Metals and Materials from our Solid Waste, Streets, Water, Wastewater, or any other City division. Scrap or mixed metals consist of items such as metal chairs, electrical wiring, cast iron sinks and bathtubs, metal desks, appliances, barbecues, sheet metals, water heaters, wire scraps, scrap vehicle parts, lawn mowers, motors, etc. The City will deliver the metal/material to the scrap yard, the scrap yard shall be within a 20-mile radius from 2800 Sundog Ranch Road.

PRE-BID CONFERENCE: The City will not conduct a Pre-Bid Conference. Therefore, all questions shall be submitted to Brady Higgs at brady.higgs@prescott-az.gov the deadline for questions shall be 5:00pm on July 28, 2022. The questions and responses will be published on or before August 1, 2022, at noon.

BID OPENING: August 4, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids/Statements will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the bids/statements of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of Contract Documents are available for inspection at the Public Works Department, or may be obtained free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: June 26, 2022, and July 3, 2022

Request for Statement of Qualifications

Recycling of Scrap Metals & Materials

The City of Prescott is soliciting bids for Recycling of Scrap Metals & Materials. Sealed Submittals including one (1) original (not stapled or bound) will be opened on the date, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 General

- A. The City of Prescott is soliciting bids for Recycling of Scrap Metals and Materials from our Solid Waste, Streets, Water, Wastewater, or any other City division.
- B. 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.
- C. The City makes no expressed or implied guarantee of any kind as to the condition of the material.
- D. The City will deliver the metal/material to the scrap yard, the scrap yard shall be within a 20-mile radius from 2800 Sundog Ranch Road.
- E. The vendor shall provide documentation deeming the scale being utilized for determining weights is certified in the State of Arizona for the sale and resale of materials, and date of most recent calibration.
- F. Maintain, current Federal, State and Local licenses and permits required for the operation of the business throughout the term of the agreement.
- G. Provide all scale tickets in remittance payments for reconciliation purposes for scrap metals collected.
- H. Mail all scale tickets, with payment, and proof of current standard pricing to the City, within twenty-four (24) hours after pick-up. Send to:
Attention: Contract and Purchasing Administrator
City of Prescott Public Works
433 N. Virginia St.
Prescott AZ 86301
- I. The city will use <https://www.scrapmetalphicer.com/> to verify current pricing. If another site is better for the company, please provide the site and log in, if there is a log in needed.
- J. 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.

1.2 Term

The term of this Contract is for three (3) years. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms and shall commence on September 20, 2022.

1.3 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserved the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts.

2.0 Solicitation Process Requirements

2.1 Communications with the City

All communications regarding this solicitation must be directed in writing to the 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 solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Solicitors are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of the Vendor's bid.

The City's buyer for this solicitation is:

Brady Higgs

City of Prescott

Public Works Department

E-mail: brady.higgs@prescott-az.gov

2.2 Schedule

2.2.1 Solicitation Advertisement

June 26, 2022, and July 3, 2022

2.2.2 Bid Opening [one (1) original, not stapled or bound]

Thursday, August 4, 2022, at 2:00 p.m.

City of Prescott City Clerk's Office

Council Chambers

201 South Cortez Street

Prescott, AZ 86303

2.3 Pre-Bid Meeting

The City will not conduct a Pre-Bid Conference. Therefore, all questions shall be submitted to Brady Higgs at brady.higgs@prescott-az.gov the deadline for questions shall be 5:00pm on July 28, 2022. The questions and responses will be published on or before August 1, 2022, at noon.

2.4 Addenda

Changes to this solicitation 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 solicitation and will be made part of the resulting agreement.

2.5 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked

proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.6 Multiple Bids

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

2.7 Delivery of Solicitation

Sealed bids one (1) original (not stapled or bound) must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

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

Recycling of Scrap Metals and Materials
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid in a sealed envelope (not stapled or bound). The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, emailed, 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. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.8 Cost of Bids

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

2.9 Errors in Bids

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

2.10 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.11 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.12 Rejection of Bids

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

2.13 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.14 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.15 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Public Works Director, 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 solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.16 Bid Submittal

The submittal shall be one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

2.4.1 Bid Form A - Bidder Response

2.4.1.1 Also attach a current rate sheet and website that the company uses for current rates for materials.

2.4.2 Bid Form B - Bid Certification

2.4.3 Bid Form C - Non-Collusion Certificate

2.4.4 Bid Form D -Certificate of Ownership

2.4.5 Bid Form E - Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Vendor. The City's RSOQ, all addenda to the RSOQ, and the Vendor's response to the RSOQ 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 RSOQ; the City's RSOQ; and the Vendor's response to the RSOQ.

3.2 Term

The term of this Contract is for three (3) years. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms and shall commence on September 20, 2022.

3.3 Unlawful Overcharges

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

3.4 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.

3.5 Discrimination in Contracting

The Vendor 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 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.

3.6 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 subcontractors 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 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 Vendor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.7 Publicity

The Vendor shall not advertise or publish the fact that the City has contracted to utilize the Vendors service without the City's prior written approval.

3.8 Proprietary and Confidential Information

The Vendor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Vendor, by submission of

materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Vendor in the event that the City must disclose these materials by law.

3.9 Indemnification of City against Liability

To the fullest extent permitted by law, the Vendor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of this Contract; Vendor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Vendor or those acting under Vendor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Vendor or of its officers, agents or employees, or subcontractors.

3.10 Compliance with Law

The Vendor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.11 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.

3.12 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.

3.13 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.14 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.

3.15 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.16 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.

3.17 Binding Effect

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

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 Gratuities

The City may, by written notice to the Vendor, terminate Vendor's right to proceed under this Contract upon one (1) calendar days' 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.

3.23 Termination

3.23.1 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.

3.23.2 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.

3.23.3 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.

3.23.4 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.

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

public. The Vendor, in support of public good purposes, shall consider the City as a customer of priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a “major emergency” or “disaster” shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.25 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.

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 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 any other 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 – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package. Also attach a current rate sheet and website that the company uses for current rates for materials.

5.2 Form B – Bid Certification

Bidder shall complete, sign, and submit Form B.

5.3 Form C – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Certificate of Ownership

Bidder shall complete, sign, and submit Form D 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.

5.5 Form E – Bidder Qualifications, Representations and Warranties

5.5.1

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

5.5.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

General Services Contract



GENERAL SERVICES CONTRACT

Recycling of Scrap Metals & Materials

Contract Number: 2023-***

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Vendor City), County of ** (Vendor County), State of ** (Vendor State), hereinafter designated “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 designated “City”.

WITNESSETH: That the said Vendor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Vendor agrees to receive all items of this request from the City of Prescott for Recycling of Scrap Metals and Materials from our Solid Waste, Streets, Water, Wastewater, or any other City division. Scrap or mixed metals consist of items such as metal chairs, electrical wiring, cast iron sinks and bathtubs, metal desks, appliances, barbecues, sheet metals, water heaters, wire scraps, scrap vehicle parts, lawn mowers, motors, etc. The City will deliver the metal/material to the scrap yard and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Statements of Qualifications, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved). Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TIME OF COMPLETION: The term of this Contract is for three (3) years. By mutual agreement the parties may agree to renew for two (2) additional one (1) year terms and shall commence on September 20, 2022.

ARTICLE IV – PAYMENTS FOR RECYLCE METAL & MATERIAL: Vendor shall pay the City for the delivered material as set forth in the Project Specifications and Contract

Documents. Mail all scale tickets, with payment, and proof of current standard pricing to the City, within twenty-four (24) hours after dropping off material to:

Attention: Contract and Purchasing Administrator
City of Prescott Public Works
433 N. Virginia St.
Prescott AZ 86301

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott 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 of Prescott 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement 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 Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Vendor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, 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, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – 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 Article IV - Compensation above. 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 Agreement. As an independent Vendor, the Vendor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and 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 IX – CITY FEES: Prior to final payment to the Vendor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Vendor and shall apply to those moneys to the appropriate account. Vendor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other Vendors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Vendor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Vendor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced Vendor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Vendor, its agents, employees, or any of the Vendor's subcontractors. In the event that the Vendor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Vendor or within the Vendor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Vendor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Vendor give a written assurance of intent to perform. Failure by the Vendor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Vendor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Vendor under the Contract shall become the property of and be delivered to the City upon demand. The Vendor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XI – 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. The Vendor further

agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- 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 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, court rule, case law or common law. The Vendor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D.** Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

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

- E.** This Agreement is non-assignable by the Vendor unless by subcontract, as approved in advance by the City.
- F.** This Agreement shall be construed under the laws of the State of Arizona.
- G.** This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor 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 Vendor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor’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 Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.

J. 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.

K. Vendor Immigration Warranty

Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

ATTEST:

City of Prescott, a municipal corporation

**Vendor

Philip R. Goode, Mayor

By: _____

Title: _____

Email: _____

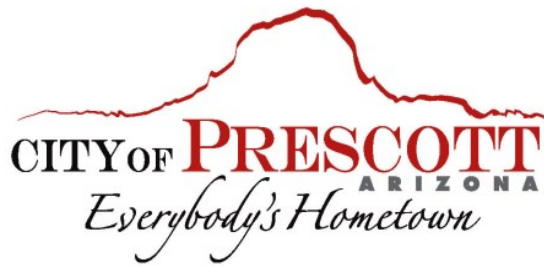
Attest:

Approved as to Form:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet



Solicitation Response

Recycling of Scrap Metals & Materials

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A through E
- Supply Current Rates and Website Company uses for rates.

Business Name: _____
Business Address: _____

Business Phone: (_____) _____
Business Contact: _____
Contact Email: _____

Vendor Comments: _____

Form B – Bid Certification

Company Name: _____

The undersigned Bidder hereby certifies as follows:

B1 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
_____	_____
_____	_____

B2 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.

B3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B – Bid Certification
3. Form C – Non-Collusion Certificate
4. Form D – Certificate of Ownership
5. Form E – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

B4 That the Bidder’s submittal is valid for 90 days.

Dated this _____ day of _____ 2022.

Signature

Phone Number

Written Name

Email Address

Form C – Non-Collusion Certificate

Company 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 _____ 2022.

Signature

Phone Number

Written Name

Email Address

Form D – Certificate of Ownership

Company 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 _____ 2022.

Signature

Phone Number

Written Name

Email Address

Form E – Bidder Qualifications, Representations and Warranties

Company Name: _____

The undersigned Bidder hereby certifies as follows:

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

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

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

F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City.

Dated this _____ day of _____ 2022.

Signature

Phone Number

Written Name

Email Address