



Request for Proposal

For

1166 Forestry Chipper 4x4 Vehicle

MAYOR AND COUNCIL:

Philip Goode, Mayor
Connie Cantelme, 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 Siep

REQUEST FOR PROPOSALS (RFP)

1166 Forestry Chipper 4x4 Vehicle

DESCRIPTION: The City of Prescott would like to purchase a new 4x4 truck upfitted with a Load King 1166 Chipper Body that offers 16 cubic yards of capacity. Class 5 Chassis, 6 Speed Automatic, 4 Wheel Drive, Wheelbase 165, Regular Cab G.V.W.R. 19500, Engine Model 6.6L Diesel, Horsepower 350, Brakes Hydraulic, Front Axle Capacity 7500, for road and highway use. This vehicle must be delivered within 30 days of Award.

BID OPENING: Thursday, November 10, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303

In accordance with local and State law, sealed bids 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 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 in any contract with the City.

Copies of the Plans, Project Specifications and Contract Documents are available free of charge on the City's website at

<http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: October 30, 2022

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I. GENERAL INFORMATION

The City of Prescott would like to purchase a new 4x4 truck upfitted with a Load King 1166 Chipper Body that offers 16 cubic yards of capacity. Class 5 Chassis, 6 Speed Automatic, 4 Wheel Drive, Wheelbase 165, Regular Cab GVWR 19500, Engine Model 6.6L D, Horsepower 350, Brakes Hydraulic, Front Axle Capacity 7500, for road and highway use. This vehicle must be delivered within 30 days of Award.

A. DESCRIPTION OF WORK

The City of Prescott would like to purchase a new 4x4 truck upfitted with a Load King 1166 Chipper Body that offers 16 cubic yards of capacity. Class 5 Chassis, 6 Speed Automatic, 4 Wheel Drive, Wheelbase 165, Regular Cab GVWR 19500, Engine Model 6.6L Diesel, Horsepower 350, Brakes Hydraulic, Front Axle Capacity 7500, for road and highway use.

B. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- Request for Proposal Advertised October 30, 2022
- Proposal Due Date/Opening November 10, 2022
- Award of Contract November 22, 2022

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. REQUESTS FOR INFORMATION

Vendors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract & Purchasing Administrator
City of Prescott – Public Works Department
433 N. Virginia Street, Prescott AZ 86301
latona.jones@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Wednesday, November 2, 2022**. Responses, or addenda as required, will be issued no later than 5:00 PM on Tuesday November 8, 2022. Receipt of addenda must be acknowledged on the required form in the Vendor’s submission. It is the submitter’s sole responsibility to check the City’s website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Provide a written quote for the vehicle including all the details, Attributes, including Chassis Model, Chassis Make Chassis Year, Characteristic Type, New, Engine Make, Chassis Class, Engine Model, Transmission Model, Engine Horse Power, Axle Configuration, Brakes, any Attachment information, Wheelbase, Axle Capacity, front and rear, Frame Type, Cab Type, Rear Suspension, G.V.W.R. and the delivery date available after award, the vehicle must be

delivered within 30 days after award. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as one (1) original (not stapled or bound) and must conform to this Request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Vendors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Vendors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Vendors should be aware that the City is required by law to make its records available for public inspection. All vendors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the vendors in the event that the City must legally disclose these materials.

C. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Thursday, Thursday November 10, 2022**, at the City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Vendors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:
1166 Forestry Chipper 4x4 Vehicle
Due before 2:00 PM on November 10, 2022**

D. AWARD OF CONTRACT

The selected vendor will be required to execute and meet the terms of the City's standard General Services Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed

during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

E. BASIC INSURANCE REQUIREMENTS

Vendor to provide certificates of insurance evidencing insurance coverage in a sufficient amount to protect against loss.

F. TERM OF CONTRACT

The contract resulting from this Request shall commence upon the date of contract execution by both parties and extend for an initial period of two (2) months.

G. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

H. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. 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 successful vendors. 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 proposer.

III. ATTACHMENTS

A. GENERAL SERVICES CONTRACT



GENERAL SERVICES CONTRACT

1166 Forestry Chipper 4x4 Vehicle

Contract Number: 2023-***

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, 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 Contractor, for and in consideration of the sum to be paid by the 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 shall furnish any and all materials, equipment, transportation, required to supply 1166 Forestry Chipper 4x4 Vehicle in a good and workmanlike and substantial manner and to the satisfaction of the City through its vendors and under the direction and supervision of the City of Prescott, and strictly pursuant to and in conformity with the Request for Proposal, and with such written modifications of the same and other documents that may be made by the City, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Addendums, 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 contract resulting from this Request shall commence upon the date of contract execution by both parties and extend for an initial period of two (2) months.

ARTICLE IV – COMPENSATION: Vendor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) for the full and satisfactory delivery of the vehicle.

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 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 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, 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:

City of Prescott	**
201 S Cortez Street	**
Prescott, AZ 86303	**
justin.hill@prescott-az.gov	**

- E. This Agreement is non-assignable by the Vendor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to *****
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. 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.
- I. 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.
- J. 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 sub-vendors 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 sub-vendor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor may be legally liable.

K. 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.

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

Vendor to provide certificates of insurance evidencing insurance coverage in a sufficient amount to protect against loss.

M. 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.

N. 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.

O. 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