



City of Prescott  
Purchasing Services  
201 S. Cortez St.  
Prescott, AZ 86303-3929

Bid 12WWT0020  
Polymer

The City of Prescott is soliciting bids for the purchase of polymer for use at the City of Prescott Wastewater Treatment Facilities. Sealed bids (one (1) original and one (1) copy) shall be opened on Thursday, December 8, 2011 at the time and place indicated in Section 2.2.

**Table of Contents**

1.0	Solicitation Specifications.....	2
2.0	Solicitation Process Requirements .....	6
3.0	General Contract Terms and Conditions .....	8
4.0	Standard Bid Information.....	12
5.0	Instructions for Submittal Forms.....	13
	Form A – Solicitation Response Cover Sheet.....	14
	Form B – Price Sheet.....	15
	Form C – Bid Certification .....	16
	Form D – Non-Collusion Certificate.....	17
	Form E – Contractor Questionnaire.....	18
	Form F – Certificate of Ownership .....	19
	Form G – Bidder Qualifications, Representations and Warranties .....	20

## 1.0 Solicitation Specifications

- 1.1 **BACKGROUND:** The purchase order awarded to the successful bidder will identify this amount as “not to exceed” and orders will be placed on an as needed basis.
- 1.2 **INSTRUCTIONS:** The specifications herein describe the minimum acceptable features and performance requirements for polymer the City intends to purchase.

All bids must be submitted on the City’s form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.

By checking any of the “NO” spaces the bidder states that the product being bid does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled “Exceptions”. If the City determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated.

### 1.3 DURATION OF AGREEMENT and PRICE ADJUSTMENTS

The successful Bidder will be awarded a twenty four (24) month agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City’s option, the agreement may be renewed for two (2) additional twelve (12) month periods. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not to exceed 5%.

Price decreases are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

### 1.4 SPECIFICATIONS

#### Estimated Annual Quantities

The City estimates that it will use approximately 40,000 pounds emulsion per year and 15,000 pounds dry, as needed. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

#### General Requirements

Under this contract the successful bidder shall furnish and deliver polymer for use at the City of Prescott Wastewater Treatment Facilities (COP-WWTF). It is the intent to procure only that type of product known as polymer which is a synthetic, high molecular weight; water soluble polyelectrolyte manufactured specifically as a flocculant for application in wastewater treatment. Only products of the above description will be eligible for this contract. Eligibility is further limited to those products that have been previously tested and demonstrated through plant site tests and found to be acceptable for the particular applications. All data from on site testing including but not limited to percentage of dry solids in the raw sludge feed, the filtrate and the sludge cake, the polymer dosage per ton of dry solids and the cost of the polymer per ton of dry solids will be used to determine the best cost effective polymer for awarding the bid.

Only Dry Polymer will be tested on the Belt Filter Press and Gravity Belt Thickener. Only Emulsion Polymer will be tested on the Centrifuge.

A two (2) hour test will be run by treatment plant personnel using the procedures outlined below. A representative of the supplier shall be present during the two (2) hour test. In addition, the representative shall be allowed up to one (1) operating hour prior to the start of the two (2) hour test for the purpose of adjusting polymer feed rate and dilution water.

Each bidder will be limited to the on site testing of two (2) polymers for each application. Bids based upon products other than listed in the bid documents are not acceptable and will be rejected as informal. Each bidder MUST supply a Material Safety Data Sheet for each polymer that the bidder will test on site.

### **Disclaimer**

Due to the variable nature of the wastewater influent, it is extremely difficult to determine the amount or type of polymer needed. The Buyer reserves the right to purchase additional amounts of polymer of various types including polymer from other suppliers for testing purposes.

### **Polymer Application**

The polymer product furnished as part of this contract will be used at the COP-WWTF as an aid to enhance the treatment of municipal wastewater sludge. Specifically, the polymer will be utilized to condition anaerobically digested sludge and waste activated sludge. The conditioned sludge will be dewatered utilizing one (1) Eimco 2.0 meter Belt Filter Press, one (1) Eimco 1.0 meter Gravity Belt Thickener and one (1) Centrysis CS14-4 centrifuge.

### **Dry Polymer**

Orders for dry material will be placed for minimum quantities of 1200 pounds furnished on shrink wrap protected pallets, 1200 pounds per pallet and packaged in multi-walled bags of 25 to 55 pounds each.

### **Emulsion Polymer**

Orders for emulsion material will be placed for minimum quantities of 275 gallons furnished in 55 gallon returnable drums or 275 gallon returnable totes.

### **Preliminary Testing of Polymer or Sludge**

If a supplier/manufacturer wishes to bench test various polymers for the purpose of submitting a bid, he/she may do so by scheduling a test with the wastewater facilities. If a supplier/manufacturer representative is submitting a bid or bids for polymer(s), he/she shall submit testing results for that or those polymers that he/she is bidding. Such listing shall conform to the Water Environment Research Foundation Guidance Manual for Polymer Selection in Wastewater Treatment Plants Module C.

### **Detailed Polymer Specifications**

By submission of this bid, the Bidder guarantees that the product offered will meet the quality standards as specified in this section for the term of the contract. The Buyer reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product quality checked by outside sources to determine if the material furnished is in compliance with these specifications. Failure of the Supplier's product to meet the standards of quality will result in termination of the contract.

All polymer supplied under this contract shall be completely soluble in water, having a very rapid dissolving rate and low order of toxicity. The polymer furnished shall require no special precautions in handling. In addition, it shall have the following characteristics or properties:

### **Dry Polymer**

- A. Physical Form Free flowing, non-dusting and be readily soluble in water without clumping. Polymer will be medium to high charge flocculants and the polymer percent activity shall be no less than 85% as determined by Water Environment Research Foundation Guidance Manual For Polymer Selection In Wastewater Treatment Plant Module J.
- B. Shelf Life: 18 to 24 months
- C. Bulk Density: Approximately 40 pounds per cubic foot

- D. pH of 1.0% Solution:            Approximately 4.0 SU  
E. Solids Content:                    Not less than 88% by weight

**Emulsion Polymer**

- A. Physical Form - Polymer will be a milky white liquid that is free flowing and readily soluble in water without clumping. Polymer will be a medium to high charge flocculent and be no less than 43% active with a cationicity of no less than 80%.
- B. Shelf Life:                         6 to 12 months
- C. Bulk Density:                      8.5 – 8.6 lbs/gal
- D. pH of 1.0% Solution:            4-7 @ 5 g/l
- E. Specific Gravity:                  1.00 – 1.05
- F. Cationicity:                         High to very high

**Polymer Testing**

To schedule a date and time for polymer testing, please contact Scott Gregorio, Wastewater Superintendent at (928) 777-1630 between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. Testing may be scheduled beginning Monday November 7, 2011 and will continue each Monday through Friday up to and including Friday December 2, 2011. Each test will be scheduled to start no later than 8:00 A.M. and to end no later than 4:00 P.M. The City will not accept any polymer test scheduling requests after Wednesday, November 23 2011. Only one test will be scheduled per day. If a representative wishes to test more than one (1) polymer, the representative may be permitted to schedule up to two (2) polymer test runs.

All polymer supplied for the two (2) hour test run shall be supplied in the manufacturer's container, unopened, sealed with a label attached to the container and a Material Safety Data Sheet (MSDS) included. The polymer shall be supplied in sufficient amount to complete the test run. Upon the start of the test, the press operator shall take a five (5) pound dry or (1) gallon emulsion sample and place the sample into a labeled container which will be sealed, dated and signed by the press operator and the manufacturer's representative.

The sample will be retained for the contract duration by the COP-WWTF solely for the purpose of comparison analysis.

**BELT FILTER PRESS**

The Eimco 2.0 Meter Belt Filter Press is designated as the "testing" press. All samples and all data are to be collected from this press.

A one (1) hour time period immediately prior to the test may be used by the manufacturer's representative to adjust the polymer feed rate and dilution water. These time periods are recorded as START, half (½) hour and one (1) hour time slots on the testing sheet.

1. Wash with solvent cleaner, then run the belt filter press on wash water for at least a half (½) hour prior to the test.
2. Collect sludge feed percent solids and have analyzed before polymer is mixed.
3. Mix polymer in the 300 gallon tank according to supplier's recommendations. Set polymer feed pump setting according to supplier's recommendation. Record polymer concentration in tank mixture, level of mixture in 300 gallon tank and polymer pump setting. After the polymer is mixed, additional dilution water or polymer shall not be added to the polymer tank solution. (If any problems occur, due to unforeseen circumstances, the representative may reschedule the test).
4. Adjust the sludge feed pump rate at 65 GPM. (Use the same pump rate for each polymer test.)
5. Adjust belt pressure to 100/80 PSI.

6. Adjust belt speed to 2.0 on belt press controller. The belt speed shall remain constant.
7. Record the amount of polymer solution in the tank after the one (1) hour time slot and use this as the start of the test. The polymer pump feed rate may be adjusted after the start of the testing time. Record the measurement of polymer used each half (½) hour.
8. Collect and have cake solids analyzed each half hour beginning at 1 hour and ending at 3 hours.
9. Record level of polymer in the test tank after two (2) hours from the start of the test (3-hour time slot on test sheet).
10. Turn in completed test sheet, provide copy to polymer representative.

#### **GRAVITY BELT THICKENER**

The Eimco 1.0 Meter Gravity Belt Thickener is designated as the “testing” equipment. All samples and all data are to be collected from this equipment.

A one (1) hour time period immediately prior to the test may be used by the manufacturer’s representative to adjust the polymer feed rate and dilution water. These time periods are recorded as START, half (½) hour and one (1) hour time slots on the testing sheet.

1. Wash with solvent cleaner, then run the gravity belt on wash water for at least a half (½) hour prior to the test.
2. Collect sludge feed percent solids and have analyzed before polymer is mixed.
3. Mix polymer in the 300 gallon tank according to supplier’s recommendations. Set polymer feed pump setting according to supplier’s recommendation. Record polymer concentration in tank mixture, level of mixture in 300 gallon tank and polymer pump setting. After the polymer is mixed, additional dilution water or polymer shall not be added to the polymer tank solution. (If any problems occur, due to unforeseen circumstances, the representative may reschedule the test).
4. Adjust the sludge feed pump rate at 40 GPM. (Use the same pump rate for each polymer test.)
5. Adjust belt pressure to 100 PSI.
6. Adjust belt speed to 2.0 on gravity belt controller. The belt speed shall remain constant.
7. Record the amount of polymer solution in the tank after the one (1) hour time slot and use this as the start of the test. The polymer pump feed rate may be adjusted after the start of the testing time. Record the measurement of polymer used each half (½) hour.
8. Collect and have cake solids analyzed each half hour beginning at 1 hour and ending at 3 hours.
9. Record level of polymer in the test container after two (2) hours from the start of the test (3-hour time slot on test sheet).
10. Turn in completed test sheet, provide copy to polymer representative

#### **CENTRIFUGE**

The Centrysis CS14-4 Centrifuge is designated as the “testing” equipment. All samples and all data are to be collected from this equipment.

A one (1) hour time period immediately prior to the test may be used by the manufacturer’s representative to adjust the polymer feed rate and dilution water. These time periods are recorded as START, half (½) hour and one (1) hour time slots on the testing sheet.

1. Collect sludge feed percent solids and have analyzed before beginning test.
2. Record amount of polymer in the supplier’s container. Connect supplier’s polymer container to polymer suction line.
3. Adjust the sludge feed pump rate to 40 GPM. (Use the same pump rate for each polymer test.)

4. Adjust bowl speed to 3650 rpm.
5. Adjust differential speed to 0.8 – 1.5 rpm.
6. The Supplier/Manufacturer representative shall have up to and including the one (1) hour test slot for adjustment of the polymer feed rate and dilution water gpm.
7. Record the amount of polymer in the container after the one (1) hour time slot and use this as the start of the test. The polymer pump feed rate may be adjusted after the start of the testing time. Record the measurement of polymer used each half (½) hour.
8. Collect and have cake solids analyzed each half hour beginning at 1 hour and ending at 3 hours.
9. Record level of polymer in the test container after two (2) hours from the start of the test (3-hour time slot on test sheet).
10. Turn in completed test sheet, provide copy to polymer representative

## 2.0 Solicitation Process Requirements

- 2.1. **Communications with the City**: All communications regarding this solicitation must be directed in writing to the Purchasing Division. Unless authorized by the Purchasing Manager, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Buyer for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager  
City of Prescott  
Purchasing Services Division  
Fax: 928-777-1241  
E-mail: purchasing@prescott-az.gov

## 2.2. **Schedule**

### 2.2.1. **Solicitation Advertisement**

Sunday, November 6, 2011

### 2.2.2. **Deadline for Issuance of Addenda via website at [www.prescott-az.gov/business/bids](http://www.prescott-az.gov/business/bids)**

Friday, December 2, 2011 COB

### 2.2.3. **Bids Due (one (1) original and one (1) copy)**

Thursday, December 8, 2011 at 2:00 pm

Prescott City Hall  
Attn: Purchasing Manager  
201 S. Cortez Street  
Prescott, AZ 86302

### 2.2.5. **Bid Opening**

Thursday, December 8, 2011 at 2:00 pm

Prescott City Hall  
City Council Chambers  
201 S. Cortez Street  
Prescott, AZ 86302

## 2.3. **Questions and Requests for Addenda**

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the City's Buyer in writing by fax or email. Questions and requests for addenda must be received by the City's Buyer no later than the date and time listed in Section 2.2. Questions received after this time will not be considered or answered. Failure by a Bidder to request clarification of any

inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4. **City Answers and Addenda**

Changes to this solicitation will be made only by formal written addenda issued by the City's Buyer. Any such addenda and City answers to questions will be issued no later than the date and time listed in Section 2.2. Addenda and City answers will be posted on the City's website at [www.prescott-az.gov/business/bids](http://www.prescott-az.gov/business/bids). Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. 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 clearly identified as separate from the others.

2.7. **Delivery of Bids**

Sealed bids (one (1) original and one (1) copy) must be received and stamped at Prescott City Hall Main Reception no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time or shortly thereafter.

The bid shall be addressed to:

Purchasing Manager  
City of Prescott  
201 S. Cortez Street  
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) in a sealed envelope. The outside of the envelope shall identify the Bidder's name, mailing address, Solicitation and Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be filed unopened.

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 acquisition 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 120 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 Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1234. 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**

Bid (one (1) original and one (1) copy) 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:

- 2.16.1 Bid Form A – Bidder Response Cover Sheet
- 2.16.2 Bid Form B – Price Sheet
- 2.16.3 Bid Form C – Bid Certification
- 2.16.4 Bid Form D – Non-Collusion Certificate
- 2.16.5 Bid Form E – Contractor Questionnaire
- 2.16.6 Bid Form F – Certificate of Ownership
- 2.16.7 Bid Form G – 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 Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP 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 RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.

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

- 3.3. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 3.4. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 3.5. **Schedule:** Unless the City's Purchasing Agent requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.6. **Payment:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 3.7. **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.8. **Price Warranty:** The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.9. **Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.10. **Equal Employment Opportunity:** During the term of this Contract, the Contractor agrees as follows: The Contractor 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.
- 3.11. **Discrimination in Contracting:** The Contractor 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 Contractor 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.
- 3.12. **Record-Keeping:** The Contractor 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 Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor 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 Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.13. **Publicity:** The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

- 3.14. **Proprietary and Confidential Information:** The Contractor 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 Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
- 3.15. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement, Contractor'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, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- 3.16. **Insurance:** The Contractor shall obtain and maintain in effect during the term of this Agreement liability insurance policy(ies) with limits not less than those set forth in this Agreement. The amount and type of insurance coverage requirements set forth herein are the minimum requirements and will in no way be construed as limiting the scope of indemnity covenants contained in this Agreement.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including "Completed Operations", using form (CG2010 (10/01) and CG 2037 (10/01) or equivalent."**

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the City of Prescott.

- 3.17. **Compliance with Law:** The Contractor, 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.
- 3.18. **Licenses and Similar Authorizations:** The Contractor, 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.
- 3.19. **Taxes:** The Contractor 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 Contractor's interest in this Contract.
- 3.20. **Americans with Disabilities Act:** The Contractor 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 Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor 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.
- 3.21. **Adjustments:** The City's Purchasing Agent 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 Contractor may accommodate without substantial additional expense to the City.
- 3.22. **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 Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.
- 3.23. **Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.24. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.25. **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.
- 3.26. **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.
- 3.27. **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.
- 3.28. **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.
- 3.29. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor'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 Contractor or any agent thereof to any City official, officer or employee.
- 3.30. **Termination:**
- 3.30.1. **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.

- 3.30.2. **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.
- 3.30.3. **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 Contractor shall be paid for all items accepted by the City.
- 3.30.4. **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.
- 3.31. **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 Contractor under the following terms and conditions: Contractor 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 Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor 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 Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

#### 4.0 Standard Bid Information

- 4.1. **Default by Bidder:** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. **Cash Discounts:** In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
- 4.3. **Warranty:** Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty

on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

- 4.4. **Litigation:** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.
- 4.5. **Cooperative Use of Contract:** This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted 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.
- 4.6. **Brand Names:** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

## 5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 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 - Contractor Questionnaire: Bidder shall complete, sign, and submit Form E.
- 5.6. Form F - Certificate of Ownership: Bidder shall complete, sign, and submit Form F 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.
- 5.7. Form G - Bidder Qualifications, Representations and Warranties
  - 5.7.1. Bidder shall complete and submit Solicitation Form G. Bidder shall provide additional information as required.
  - 5.7.2. 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.
  - 5.7.3. 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.
  - 5.7.4. 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.

**Form A – Solicitation Response Cover Sheet**



City of Prescott  
Solicitation Response

Solicitation Number: \_\_\_\_\_

Description:.....  
\_\_\_\_\_

Please note all that apply:

Addenda Number(s) Received (if any)  
.....\_\_\_\_\_

Original Forms A through G plus one (1) photocopy

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

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

Business Phone: (\_\_\_\_\_) \_\_\_\_\_

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

Contractor Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Form B – Price Sheet**

**Delivery:** Materials shall be delivered as follows (Delivery hours are between the hours of 7:00 A.M. and 3:30 P.M):

**F.O.B.** City of Prescott  
Wastewater Treatment Facilities  
1500 Sundog Ranch Road  
Prescott, Arizona 86301

**Item:** Supply the following items:

Dry Polymer (Belt Press)	\$ _____	_____
	Price per Pound	Type
Dry Polymer (Gravity Belt)	\$ _____	_____
	Price per Pound	Type
Emulsion Polymer (Centrifuge)	\$ _____	_____
	Price per Pound	Type

Delivery of Units (FOB Prescott) Shall Occur Within \_\_\_\_\_ Days Following Supplier Receipt of Order

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

(The City's payment terms are N30 but discounts will be taken as offered when practical - i.e. 2% 10 N30)

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_ **2011.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Form C – Bid Certification**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

**C.1** That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

**C.2** That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C.3** That the Bidder’s bid consists of the following:
- 1. Form A – Solicitation response package cover sheet
  - 2. Form B – Price Sheet
  - 3. Form C – Bid Certification
  - 4. Form D – Non-Collusion Certificate
  - 5. Form E – Contractor Questionnaire
  - 6. Form F – Certificate of Ownership
  - 7. Form G – Bidder Qualifications, Representations and Warranties

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

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2011.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Form D – Non-Collusion Certificate**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2011.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Form E – Contractor Questionnaire**

Yes - No

- 1. Has the City of Prescott or other governmental entity incurred costs as a result of contested change order (s) from the undersigned company?
- 2. Has the City of Prescott or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
- 3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
- 4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
- 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
- 6. Has the undersigned company failed to perform or performed unsatisfactory of two or more contracts within a thirty-six month period.
- 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
- 8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty-six month period?
- 9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
- 10. Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
- 11. Has the undersigned company been convicted of state or federal antitrust statues within a ten-year period arising out of submission of bids or proposals?
- 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

**If you answered “yes” to Items 1-6 or 8-12 or answered “no” to Item 7, please attach a full explanation to this questionnaire.**

Company: \_\_\_\_\_

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Form F – 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** \_\_\_\_\_ **2011.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Form G – Bidder Qualifications, Representations and Warranties**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

- G1 Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.
- G2 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.
- G3 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 shall provide information on attached, separate sheet for ten municipal clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services.

A Bidder with unsatisfactory references may have its bid rejected.

- G4 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 (see Appendix C), 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. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2011.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**