

Vendor Name: _____
(For City of Glendale Use Only)

C- _____



CITY OF GLENDALE PROCUREMENT DIVISION INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 19-16

PUBLISHED DATE: NOVEMBER 15, 2018

DESCRIPTION: CRANE AND BOOM TRUCK RENTAL

BID DUE DATE AND TIME: DECEMBER 13, 2018 at 2:00 PM Local Time

SUBMITTAL LOCATION: City of Glendale
Attn: Procurement Division
5850 West Glendale Avenue
Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of the Procurement Division prior to the time and date, and at the location indicated. The Procurement Division is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.3 & 2.4 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
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(623) 930-2864
aweathersby@glendaleaz.com



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1.0 SPECIFICATIONS

1.1 INTRODUCTION AND BACKGROUND

1.1.1 The City of Glendale, Arizona (“City”) Water Services Department is requesting bids from qualified Contractors to provide a term contract for the rental of cranes and boom trucks in various sizes and in accordance with the provisions, specifications, and instructions set forth in this Invitation for Bids. Rental equipment will be used to reach inaccessible equipment for repair/replacement for various locations throughout the City.

1.2 SCOPE OF WORK

1.2.1 The City is soliciting Invitations for Bids from qualified Contractors for the rental of mini crawler cranes with articulated outriggers 1 to 8 tons, and 10 to 130-ton capacity truck mounted and rough terrain hydraulic lift cranes, including driver/operator, ancillary crew, accessories, and rigging on an "as needed" basis.

1.2.2 The crane and operator must meet OSHA and National Commission for the Certification of Crane Operators (NCCCO) regulations.

1.2.3 Services will be requested by the Water Services Department. Water Services will request a quote from Contractor at time of occurrence.

1.3 EQUIPMENT REQUIREMENTS

1.3.1 Contractor shall supply cranes with a driver/operator on a per hour per tonnage basis. Cranes shall be equipped with all items necessary to perform required service.

1.4 GENERAL

1.4.1 All mileage charges shall be separate from the daily rental rate offered the City. Mileage charges shall include cost of driver and moving of crane. It must be invoiced on a separate line of the invoice and shall not exceed the mileage to and from the contractor’s place of crane storage.

1.4.2 Contractor and employees shall ensure compliance with all federal, state, and local health, safety and environmental regulations, standards and guidelines associated with the industry represented in this contract.

1.4.3 Vehicles shall conform in all respects to all applicable Federal and State of Arizona Highway Department Regulations, statutes, Ordinances, and laws for lights, safety, equipment and emission controls. Vehicles shall also be in compliance with all applicable OSHA requirements.



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- 1.4.4 All crane rental trucks offered at time of rental shall be properly licensed and titled in the lessor's name or business in accordance with the State of Arizona Statutes.
- 1.4.5 Licenses and Permits: During the term of the contract, the Contractor shall be responsible for obtaining and maintain in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation.
- 1.4.6 **CONTRACTOR SHALL BE REQUIRED TO FURNISH CRANE RENTAL TRUCK(S) THAT ARE IN GOOD MECHANICAL CONDITION. FAILURE OF THE VEHICLES FURNISHED WILL BE CAUSE FOR TERMINATION OF THE AGREEMENT FOR DEFAULT.**

1.5 OPERATOR QUALIFICATIONS


- 1.5.1 Contractor shall provide experienced, trained, qualified and competent driver/operators/crew to safely operate the equipment within the limits of its capabilities. Driver operator shall have a valid commercial driver's license and appropriate certifications to operate the equipment. The City reserves the right to request documentation of licenses, certifications and training of operators. No operator shall operate equipment in an unsafe manner or operate equipment that has known defects or mechanical problems.

1.6 SCHEDULING

- 1.6.1 Contractor shall coordinate the schedule of services with the appropriate WSD representative.
- 1.6.2 Contractor shall have service available during the City business hours of 6:00 a.m. to 6:00 p.m. Monday through Friday. Contractor must be able to work after hours and weekends if situation requires.

1.7 RATES

- 1.7.1 Rental price per hour shall include all rental costs: crane, operator, rigging, fuel, service call fees, etc.
- 1.7.2 Mobilization/Demobilization price per each shall include crane delivery to and from the jobsite, assembly and disassembly of equipment.
- 1.7.3 Contractor shall be responsible for wear and tear to all crane rental trucks rented by the City.
- 1.7.4 Rental charge time begins when crane arrives at job site and ends when job is complete.
- 1.7.5 All charges, fees, and rates, including any clarifying comments, must be included on Pricing Workbook.

 <p>The logo for the City of Glendale, featuring a stylized orange and brown cross-like shape above the word "GLENDALE" in a teal, sans-serif font.</p>	<p>SOLICITATION NUMBER: IFB 19-16</p> <p>CRANE AND BOOM TRUCK RENTALS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.8 PLACE OF BUSINESS

1.8.1 Cranes up to 50-ton capacity must be locally available for fast 'on-call' use by the City.



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2.0 SPECIAL INSTRUCTIONS

2.1 DEFINITIONS For purposes of this Invitation for Bids and resultant contract, the following definitions apply:

- a. "City" means the municipal corporation of the City of Glendale, Arizona
- b. "Contract" means the agreement for the procurement of goods, services and work.
- c. "Contractor" means a bidder responding to an Invitation for Bids who has been awarded a Contract with the City.
- d. "Bid" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- e. "Bidder" means the business, entity or person who submits a bid in response to a competitive solicitation.
- f. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- g. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
- h. "Invitation for Bids" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.

2.2 PRE-BID MEETING There are no pre-bid meetings scheduled for this IFB. Submission of a bid will be prima facie evidence that the Bidder is aware of all conditions affecting performance and quoted prices. No allowance shall subsequently be made on behalf of the bidder on account of negligence or error on its part or failure to become acquainted with the existing requirement of the City.

2.3 RETURN OF OFFER One (1) copy marked as "**Original**" and complete proposal on a CD or flash drive as one file folder. Offer can also be submitted through City of Glendale's Vendor Self Service website. Bidder must be registered as a vendor to access bid and submit proposal. Registration can be done through Vendor Registration located on the City's Procurement Internet home page at: <https://www.glendaleaz.com/purchasing/VendorRegistration.cfm>.

The original copy of the bid should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Invitation for Bids (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.4 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in the bid being rejected. Bid packages shall be submitted in the following order:

- 2.4.1 NOTICE OF INVITATION FOR BIDS
- 2.4.2 TABLE OF CONTENTS
- 2.4.3 SPECIFICATIONS, Section 1.0



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- 2.4.4 SPECIAL INSTRUCTIONS TO BIDDERS, Section 2.0
 - 2.4.5 SPECIAL TERMS AND CONDITIONS, Section 3.0
 - 2.4.6 OFFER SHEET, Section 4.0
 - 2.4.7 PRICE SHEET, Section 5.0
 - 2.4.8 ATTACHMENT I only
 - 2.4.9 ADDENDUM (if applicable)
- 2.5 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.
- 2.6 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
- 2.7 **ALTERNATE BIDS** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted.
- 2.8 **PRODUCT SAMPLES** Samples may be requested from bidders when the City deems it necessary to test or evaluate a product. When requested by the City, such sample shall be furnished within seven (7) days after formal request is made and should be the size and design requested and be an exact duplicate of the item bid. Sample will be furnished without cost to the City and if not used or damaged in testing, will be returned upon request at the bidder's expense within 30 days after award of the bid.
- 2.9 **EXCEPTIONS TO IFB SPECIFICATIONS, TERMS AND CONDITIONS** Bidders are expected to conform to the IFB terms and conditions and requirements. Bidders may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Bidders should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has NO obligation to accept any exception. Exceptions to City statutory requirements shall **NOT** be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the bidder's prospect for award and/or render their bid non-responsive.

Bidder's Standard Terms and Conditions submitted with their bid will **NOT** be accepted by the City in lieu of the City's Terms and Conditions for contracts. Bidders submitting their own Standard Terms and Conditions with their bid will require negotiation.

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.



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- 2.10 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.11 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.12 PRICING** Bidders shall submit pricing in a format similar to Section 5.0, PRICE SHEET. Bidders should also provide additional pricing in the OPTIONAL ITEMS section of the PRICE SHEET. Prices (including the Catalog Products List pricing) shall remain firm during the term of the contract.
- 2.13 PROPRIETARY INFORMATION** Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, 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 the Proprietary Information.

- 2.14 INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.15 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.



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- 2.16 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.17 EVALUATION LITERATURE** Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.18 WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.19 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.20 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Procurement Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be

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submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.21 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the city of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 2.23 POST AWARD CONFERENCE** After award of the contract, the Contractor may be required to attend a post-award conference to discuss the details of the contract when requested by the City.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Procurement Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Procurement Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/procurement/Pubdocuments/SAVE-members.PDF>

3.4 CONTRACT PRICING All prices quoted shall be firm and fixed for the initial contract period. Pricing shall include, but not limited to, all shipping, labor, tools, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs. Sales tax shall be shown as a separate item in the Contractor's invoice.

The City, in its best interest, may purchase from the Contractor's catalog products list. Catalog products list pricing shall be determined by applying the discount to the prices listed in the Contractor's manufacturer's suggested retail price (MSRP). Catalog products list pricing shall remain firm during the term of the contract.

3.5 PRICE ADJUSTMENTS Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for



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the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

Changes in catalog price lists shall only be considered at the time of the contract extension.

- 3.6 DELIVERY** Deliveries shall be FOB Destination to the City of Glendale. The Contractor shall not schedule any overtime or weekend deliveries without express authorization from the City's Contract Administrator or his designee.
- 3.7 DELIVERY TIME** All deliveries shall be made in accordance with the Specifications. The City reserves the right to purchase any item under the resultant contract from other suppliers if the Contractor is unable to meet this requirement.
- 3.8 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.
- 3.9 OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years, in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.
- 3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the City, such changes shall be documented by formal amendment to the contract.
- 3.11 NON-DISCRIMINATION** By submitting this bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-Contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any sub-Contractors, warrants compliance with this section.
- 3.12 INDEMNIFICATION CLAUSE** To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee")



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from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.13 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Procurement staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. In general, the emergency orders may be placed using a City Procurement Card.

- 3.14 NON-EXCLUSIVE CONTRACT** This contract is awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when deemed to be in the City's best interest or when the Contractor fails to satisfactorily perform the contract requirements

- 3.15 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.15.2 The Contractor fails to perform adequately the services required in the contract.

3.15.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.



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3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:


- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.16 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.17 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the bid did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted bid. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

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4.0

OFFER SHEET

4.1 OFFER Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
Email Address		
State of Arizona Contractor's License No.: _____		
FEDERAL TAXPAYER ID NUMBER: _____		
Arizona Sales Tax No. _____		Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Minority or woman owned business: Yes ____ No ____

SECTION 2.21, CONFLICT OF INTEREST DISCLOSURE:

No, I do not have a conflict of interest

Yes, I have a conflict of interest. Explanation appears in Section _____ Page _____ of Bid.



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5.0 PRICE SHEET

Bidders shall thoroughly complete the Price Sheet as requested. All prices offered to the City shall be firm and fixed for the specified contract period. The cost shall include, but is not limited to, all shipping, labor, tools, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs. Delivery of rental equipment shall be FOB Destination as outlined in Section 3.6 in the Special Terms and Conditions.

Cost per hour will be portal to portal ending at required location in the City.

The City will not be responsible for any equipment breakdowns or boom damage. Cables are to be in excellent condition prior to crane being delivered.

Rates: Please quote hourly rate, overtime rate, weekly and monthly rate. Please identify any extra charges as well.

Any additional rates not specified on the quote below, please include them in blank space on quote form or additional page.

Sales tax shall not be included in the cost for the purpose of determining the lowest cost. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

Bidder is not required to bid on all classes of cranes.

Maximum Capacity (Class)	Rating of Owned Equipment	Boom Length (Ft)	Regular Hourly Rate	Portal to Portal Mileage Fee/Mile (if any)	After Hours Service Charge (if any) \$/Hr.
mini crawler					
10 Ton					
20 Ton					
25Ton					
35 Ton					
50 Ton					
70 Ton					
90 Ton					
110 Ton					
130 Ton					



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Maximum Capacity (Class)	Minimum Rental Hours	Weekly Rate	Monthly Rate	Portal to Portal Mileage Fee/Mile (if any)	Number of Crew Supplied with Rental	Number of Cranes Available Locally
mini crawler						
10 Ton						
20 Ton						
25Ton						
35 Ton						
50 Ton						
70 Ton						
90 Ton						
110 Ton						
130 Ton						


Additional Charges. (Specify Nature)	Comments

5.5 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____%

5.6 DELIVERY Contractor shall deliver the road materials as per Specifications.

Comply: Yes No

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5.7 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

_____ YES, I will accept payment under this contract with the Procurement Card.

_____ NO, I will not accept payment under this contract with the Procurement Card.

5.8 EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT (See Section 3.13)

Company Name _____
Name _____
Telephone Number _____
Alternate Contact _____
Telephone Number _____



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6.0 QUESTIONNAIRE

6.1 Safety

Have you had any OSHA fines within the last three (3) years? Yes No

Have you had jobsite fatalities within the last five (5) years? Yes No

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

6.2 Experience

Years in business under present name: _____

Licenses currently valid in force: _____

6.3 References

Provide 3 valid references from agencies you have performed similar services for in the past two (2) years. Reference information must include all the following: Agency Name, Contact Person and Title, Phone #, Email Address, Date of Service and Description of Service.

Company Name: _____