

**CITY OF CASA GRANDE, ARIZONA**

**NOTICE OF BID**

The City of Casa Grande will receive sealed bids for the following:

**2016 19,500-LB 4X2 TRUCK WITH 6 YARD PACKER BODY**

Each bid should be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: [www.casagrandeaz.gov](http://www.casagrandeaz.gov).

All bids must be submitted by **March 31, 2015 at 1:30 p.m.**, City time to the City Clerk, Remilie S. Miller, and 510 East Florence Boulevard, Casa Grande, Arizona 85122. The bid opening will take place on **March 31, 2015 at 1:30 p.m.**, Main Conference Room (2<sup>nd</sup> Floor), 510 E. Florence Boulevard, Casa Grande.

Bids must be addressed to:

**Remilie S. Miller, City Clerk  
City of Casa Grande  
510 E. Florence Boulevard  
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**BID ON 2016 19,500-LB 4X2 TRUCK WITH 6 YARD PACKER BODY  
FOR THE CITY OF CASA GRANDE  
BID OPENING: MARCH 31, 2015 AT 1:30 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/James V. Thompson  
City Manager

## **INFORMATION TO BIDDERS**

### **I. SECURING BID DOCUMENTS**

Specifications and other bid document forms are available at the City Clerk's Office:

Remilie S. Miller, MMC  
City Clerk  
City of Casa Grande  
510 E. Florence Blvd.  
Casa Grande, Arizona 85122  
(520) 421-8600 Ext. 1110

### **II. ADDITIONAL INFORMATION**

Rod Wood  
Parks Superintendent  
City of Casa Grande  
404 E. Florence Blvd.  
Casa Grande, AZ 85122  
(520) 421-8677  
Extension: 4960

### **III. CONTENT OF BID**

The Bid package should contain the following:

- \* Call for Bids Notice
- \* Information to Bidders
- \* General Information/Bid Specifications
- \* Bid Form
- \* Check List (If applicable)
- \* Certification of Bid

### **IV. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies in or omissions from the specifications, the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Department, and a copy of such Addendum will be mailed or delivered to each person who received a Bid Packet. All Addendums will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The Department will not be responsible for any other explanation or interpretation of the Request for Bids.

V. ANY ADDENDUMS OR BULLETINS

Any addendums or bulletins issued by the Department during the time of bidding or forming a part of the documents provided to the bidder for the preparation of the bid shall be covered in the bid and shall be made part of the contract. *No addendums will be issued five (5) days prior to the bid opening.*

VI. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

VII. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for costs incurred in the proposal preparation and delivery.

VIII. SCHEDULE

The following schedule is planned:

Call For Bid:	<b>March 9, 2015</b>
Mail Request For Bids:	<b>March 9, 2015</b>
Last Date to Submit Bids:	<b>March 31, 2015 at 1:30 p.m.</b>
Bid Opening:	<b>March 31, 2015 at 1:30 p.m.</b>
Bid Review:	<b>March 31, 2015</b>
Bid Award:	<b>April 20, 2015</b>

IX. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

Finalists will be selected from the remaining bidders.

The City will perform whatever research it deems necessary into the bidder's history, financial viability and references. The bidder shall cooperate with the City Clerk's Office by providing appropriate information.

#### X. EVALUATION CRITERIA

The primary evaluation criteria shall be the overall benefit/cost as perceived by the Parks Superintendent rather than cost only.

The Parks Superintendent shall consider many factors, including the following (which are not in any specific sequence):

- \* Responsiveness to the needs of the Department
- \* Bidder's qualifications
- \* Quality of Product
- \* Quoted price

#### XI. MULTIPLE BIDS

Bidders may submit multiple bids if they so desire. Such multiple bids will be evaluated separately on their own merits.

#### XII. REQUIREMENTS

The City has established certain requirements as specified in the General Requirement/Bid Specifications. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if the bid does not meet the requirements as stated. However, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with other specifications if he is awarded the contract.

#### XIII. METHOD OF PAYMENT

Bidder should submit billing statement to the attention of the Finance Department. When applicable the bidder should reference on the billing statement the purchase order number or City contract number. The City of Casa Grande makes every effort to generate payment for claims within 30-days from initial request.

#### XIV. DELIVERY OF PRODUCT/COMPLETION OF WORK

Upon receiving Notice of Proceed or Purchase Order Number, Bidder shall **provide services as specified in the bid specifications.**

#### XV. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The bidder to whom the Contract is awarded by the City shall within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies. (*Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications*)

#### XVI. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the item/project/service and shall include all applicable taxes, and other charges.
- B. The City will not honor any invoices or claims, which are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any bidder's errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of sixty (60) days from the date the bids are officially opened.
- E. The successfully bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.
- F. If bidder conducts business inside the City Limits, then a business license number is required.
- G. Where bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.

## BID SPECIFICATIONS

### 2016 19,500-LB 4X2 TRUCK WITH 6 YARD PACKER BODY

#### I. GENERAL SPECIFICATIONS:

The intent of this document is to describe the preferred specifications for the item mentioned above. The vehicle and packer body should be the manufacture's latest model year available.

**The City of Casa Grande's Parks Division will be the recipient of this 2016 19,500-lb 4x2 Truck with 6 Yard Packer Body.**

Vendor will select "Complies" or "Does Not Complies" with the specifications described below. If an alternative brand name, make or model is being provided vendor shall select "Does Not Complies" and provide specifications for the "Alternatives under Consideration".

#### II. TECHNICAL SPECIFICATIONS:

SPECIFICATIONS 2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body	Complies	Does Not Complies	Alternatives Under Consideration
<b>Engine</b> 1- 6.4L Diesel Powered Engine with 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2800 RPM. 2- RADIATOR Aluminum; 2-Row, Cross Flow, Side-by-Side System 3- AIR CLEANER With Service Protection Element 4- Hand Control Throttle Mounted on Steering Wheel 5- Remote Mounted Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control 6- On Board Diagnostics and Green House Gas Certified for Calendar Year 2014 7- Engine Shutdown With 30 Second Delay			
<b>Exhaust</b> 1- Horizontal Exhaust, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe. Must Allow for Clear Mounting of PTO on Transmission			
<b>Transmission</b> 1- Allison 1000RDS, 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; Includes Park Pawl, With PTO Provision 2- Transmission Parameters To Be Set with EcoCal and Dynamic Shift Sensing			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	Complies	Does Not Complies	Alternatives Under Consideration
<b>Front Axle &amp; Suspension</b> 1- I-Beam Type, 7,000-lb Capacity 2- Taper Leaf Spring Suspension, Shackle Type; 7,000-lb Capacity; With Maintenance Free Spring Pins and Shock Absorbers			
<b>Rear Axle &amp; Suspension</b> 1- Single Reduction Rear Axle, With Offset Housing; 13,500-lb Capacity, 160 Wheel Ends 2- Limited Slip Locking Differential 3- Rear Axle Lube EmGard FE-75W-90 Synthetic Oil 4- Rear Spring Suspension, Vari-Rate; 13,500-lb Capacity 5- Gear Ratio to Be 4.88			
<b>Steering</b> 1- Power Steering Gear Box			
<b>Frame &amp; Bumper</b> 1- 158" WB, 84" CA, 63" AF 2- High Strength Low Alloy Steel 80,000 PSI Yield Frame. 3- Front bumper Full Width, Aerodynamic, Steel; Powder Coated Dark Gray & Extended 4" forward from Standard Position to Protect Hood 4- Front Frame Reinforcement 5- Additional Cross-Member at Rear of Frame 6- (2) Front Frame Mounted Tow Hooks			
<b>Brake System</b> 1- Hydraulic Split System, With Three Channel ABS 2- Hydraulic Front & Rear Disc Brakes 15.35" x 1.54" Rotors; Dual 2.36" (60mm) Diam. Pistons 3- Drum-in-Hat Type Parking Brake; for Hydraulic Brake chassis; Activated by Lever Mounted on the Cab Floor Next to Driver 4- Park Brake Alarm, Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened			
<b>Fuel Tank</b> 1- 40 U.S. Gal. Capacity, Includes Fuel Filler Assembly and Vent Hosing			
<b>Electrical</b> 1- 12 Volt Electrical System 2- Manual Reset Circuit Breakers in All Positions in Place of Fuses Except for 5 Amp and Lower 3- (2) Maintenance-Free Group 31, 12-Volt Batteries, 1300CCA Total 4- Steel Battery Box Mounted Under Driver's Door with Integral Step			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	Complies	Does Not Complies	Alternatives Under Consideration
<b>Electrical (Cont.)</b> 5- Jump Start Stud Mounted to Battery Box 6- Battery Disconnect Switch 7- Alternator 200 Amp 28SI Brush Type 8- 12 Volt Starting Motor; Protection, With Integrated Magnetic Switch 9- Body Builder Wiring of Cab Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn 10- Back-Up Alarm Electric 11- Dual Combination Stop, Turn, Tail & Back-Up Lights at Rear of Frame, with Reflector 12- Wiring Color Coded and Continuously Numbered 13- Dual Electric Disc Style City Horns 14- Power Source Cigar Type Receptacle			
<b>Hood &amp; Grille</b> 1- Forward Tilting Fiberglass Hood and Hood Tilt Assist. 2- Grille Molded, Dark Gray 3- Bug Screen Mounted Behind Grille to Keep Rocks and Debris Away from Radiator. The Bug Screen Should Be a Rigid Design to Withstand Rocks. Screen Material Used for homes or Material of a similar Nature is Not Acceptable.			
<b>Paint</b> 1- Paint (Oxford White) on cab & hood to have a primer coat, base coat of winter white paint to match fleet with a clear coat of paint over the base. 2- Frame and running gear to be black 3- Wheels to be powder coated white to match cab & hood			
<b>Wheels &amp; Tires</b> 1- Front and rear wheels are to be 10 stud, 19.5", 6.00 DC powder coated white steel wheels 2- (2) Front & (4) rear tires to be G647 225/70R19.5, LR-G, 14-Ply tires			
<b>Cab Exterior</b> 1- Dual breakaway style mirrors with rectangular heads. Main mirror to be a minimum of 7"x 14" with a spot mirror located directly below on both sides. Must have a 102" inside spacing.			
<b>Cab Interior</b> 1- Molded Plastic Arm Rest; One Each Door 2- Coat Hook 3- Two Cup Holders 4- Dome Light			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	Complies	Does Not Complies	Alternatives Under Consideration
<b>Cab Interior (Cont.)</b> 5- Step (2) One Per Door for ease of entry 6- Grab Handle, Cab Interior (2) 7- Gauge Cluster to include but not limited to the following gauges with light & sound indicators mounted on the dash: Engine Oil Pressure, Water Temperature, Fuel, Tachometer, Voltmeter, Transmission Temperature, Air Cleaner Restriction 8- Odometer Display Shows Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout 9- Low Washer Fluid Indicator 10- Driver Seat Self Contained with Compressor, High Back with Integral Head Rest, Vinyl, Isolator, Mechanical Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust. Arm rest right side of driver's seat 11- Passenger Seat Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage 12- Fully Lined Cab Interior with Additional Cab Sound Insulation that Includes Dash Insulator and Engine Cover Insulator 13- Floor Covering, Rubber, Black 14- Dual Sun visors 15- Air Conditioner with Integral Heater & Defroster Includes HVAC Fresh Air Filter 16- Window, Power (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature			
<b>Warranty</b> 1- Basic Vehicle Warranty 36 Months/36,000 Miles 2- Towing for Engine Failure 24 Months/100,000 Miles 3- Towing For Any Failure Within The First 90 Days 4- Frame Rails 60 Months/Unlimited Miles 5- Cab & Cowl Structure for Perforation & Corrosion 60 Months/unlimited Miles 6- Engine To 60-Month/125,000 Miles, 4,500 Hours; Includes Engine, Engine Electronics, and Injectors. 7- Axles 24 months/Unlimited 8- Automatic Transmission 60 Months/Unlimited Miles			
<b>Other Items Provided at Time of Deliver</b> 1- (4) Keys total for doors and ignition 2- Filled With Fuel 3- Body installed on the chassis 4- Delivered to the City of Casa Grande			

SPECIFICATIONS 2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body	Complies	Does Not Complies	Alternatives Under Consideration
<p><b>Refuse Body</b></p> <ol style="list-style-type: none"> <li>1- The body, roof, sides and floor are preferred to be of a curved shell design constructed of 11-gauge 50,000-psi min. yield sheet steel with no reinforcements.</li> <li>2- The body sides and floor are preferred to form a longitudinal box section at the side to floor interface for strength.</li> <li>3- The body is preferred to be of a curved shell design with a rear loading hopper and should have a capacity of: 6 cubic yards, an overall width of 83", an overall length of 158" and is preferred to not weigh in excess of 5,520 lbs.</li> <li>4- The ejector panel is preferred to be powered by a 2-stage telescopic 3.5" bore, hydraulic cylinder on 6 yard machines for rapid and efficient unloading.</li> <li>5- The ejector panel is preferred to be guided by a centrally located 5" X 19 lbs/ft wide flange beam that is mounted longitudinally to a curved floor surface compactor bodies incorporating a trough floor design is unacceptable.</li> <li>6- The ejector panel is preferred to have slide bearings which should be made of UHMW polyethylene to provide long life with minimal maintenance and top slide bearing.</li> <li>7- The face of the ejector panel is preferred to be smooth to provide a packing surface that will result in dense refuse packing.</li> <li>8- A heavy duty, waterproof and chemically inert extruded neoprene seal is preferred to be incorporated between the tailgate and body to ensure a watertight seal that will withstand the chemistry of common refuse and the temperature excursions to which it is exposed.</li> <li>9- The seal is preferred to have a hollow cross section to resist wear while providing a watertight seal when under compression. The seal should extend 12" up the sides for no leakage.</li> <li>10- The body is preferred to be prepared with a phosphate wash pre-coating etch covered with an automotive phenolic prime coat with a DuPont Imron finish coat of polyurethane high solids. Enamel or acrylic paint will not be acceptable.</li> <li>11- Body height above truck frame should not exceed 62".</li> <li>12- Packer body/tailgate combination should meet all ANSI Z245.1 safety standards.</li> </ol>			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	<b>Complies</b>	<b>Does Not Complies</b>	<b>Alternatives Under Consideration</b>
<p><b>Tailgate</b></p> <ol style="list-style-type: none"> <li>1- The tailgate is preferred to incorporate the rotational pivoting back-hoe packing method and should include two double-acting, single stage, 3.5" bore hydraulic carriage cylinders with a stroke of 20".</li> <li>2- The upper tailgate sides are preferred to be constructed of 11-gauge GR 50.</li> <li>3- The packing panel is preferred to rotate on 1 1/2" spherical bearings for long life. The packing panel should not slide on tracks nor require wear blocks.</li> <li>4- Two double-acting, single stage hydraulic cylinders with a stroke of 10" is preferred to power the pivoting sweep panel to ensure adequate sweep force to overcome difficult, bulky refuse.</li> <li>5- The sweep panel should rotate through an arc of over 100 degrees to ensure complete hopper clearance.</li> <li>6- The packing panel should rotate to ensure complete hopper clearance.</li> <li>7- The packing panel/sweep panel combination should be provided with steel tension bushings.</li> <li>8- The tailgate, when opened or closed, is preferred to latch and unlatch automatically. It should be raised and lowered, double-acting hydraulic cylinders incorporating an automatic fluid control valve to prevent precipitous tailgate descent in the event of a broken hydraulic line.</li> </ol>			
<p><b>Hopper</b></p> <ol style="list-style-type: none"> <li>1- The lower hopper sides are preferred to be constructed of 11GA GR50.</li> <li>2- The hopper bottom is preferred to be constructed of 3/16" 100,000 min. yield steel plate. The hopper bottom should not have or require reinforcements.</li> <li>3- The hopper in the tailgate is preferred to be 1.0 cubic yard volumetric and should be 70" wide and should provide a 6" safety gap between the hopper loading lip and the sweep panel when the sweep panel is up and the carriage is down.</li> </ol>			
<p><b>Hydraulic System</b></p> <ol style="list-style-type: none"> <li>1- A heavy-duty power take-off, operated by a control from the cab of the truck and properly selected to produce adequate hydraulic pump speed, is preferred to be bolted to the transmission of the truck.</li> </ol>			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	<b>Complies</b>	<b>Does Not Complies</b>	<b>Alternatives Under Consideration</b>
<p><b>Hydraulic System (Cont.)</b></p> <ul style="list-style-type: none"> <li>2- To eliminate the need for U-joint and separate drive shafts, a balanced valve type hydraulic pump should be bolted directly to the power take-off.</li> <li>3- The power take-off/pump combination should produce 22 GPM flow and complete a packing cycle in 13-15 seconds with a minimum of attending engine noise.</li> <li>4- Hydraulic fluid is preferred to be contained in an easily accessible 20-gallon welded steel reservoir mounted inside the body and equipped with a sight gauge fluid level indicator.</li> <li>5- A ten-micron replaceable element (spin-on) filter should be incorporated in the hydraulic return line at the reservoir to trap contaminants in the fluid circulating through the system.</li> <li>6- Hydraulic fluid under pressure is preferred to be conducted to other components in the system through steel hydraulic tubing or steel wire braid reinforced rubber hydraulic hose.</li> <li>7- The rubber hydraulic hose should have an ultimate burst pressure of at least four (4) times normal system operating pressure.</li> <li>8- Heavy-duty hydraulic cylinders are preferred to be equipped with long life polyurethane seals throughout.</li> <li>9- Piston rods should be made of heavy chrome-plated alloy steel.</li> <li>10- Hardened ball bushings is preferred to be incorporated on the rod ends of each pack cylinder to accommodate bending stresses that can be imposed upon a cylinder when packing refuse that produces asymmetric loads on the system.</li> <li>11- A full flow type shut-off valve is preferred to be installed between the hydraulic reservoir and the pump.</li> <li>12- The hydraulic packing system pressure is preferred to be 2700 psi and should be equipped with a system relief valve preventing the pressure from exceeding this limit.</li> <li>13- All cylinders should incorporate reinforced nylon wear-rings on the piston and rod to prevent metal-to-metal contact.</li> <li>14- All cylinder piston seals are preferred to be reinforced Teflon. An o-ring should be used to pre-load the seal.</li> </ul>			

<b>SPECIFICATIONS</b> <b>2016 19,500-lb 4x2 Truck w/ 6 Yard Packer Body</b>	Complies	Does Not Complies	Alternatives Under Consideration
<b>Hydraulic System (Cont.)</b> 15- All cylinder rod seals is preferred to be a two-piece standard design with an excluder to provide positive protection from contaminates and must seal effectively from zero to maximum pressure. 16- A hydraulic valve arrangement, auto back-pack actuated by the forces imposed upon the ejector panel should automatically control the forward motion of the ejector panel to produce dense packing of the refuse.			
<b>Body Controls</b> 1- The packing control is preferred to be a single hydraulic valve assembly, should be located on the right hand side of the tailgate and should control all the functions of the packer. It will meet all ANSI Z245.1 safety standards. The cycle should be able to be stopped or reversed at any time. 2- The tailgate lift and ejection panel hydraulic controls are preferred to be operated by a 2 spool valve activated from the front left hand side of the body. 3- An automatic engine accelerator switch should be provided on the packing panel controls.			
<b>Body Lights</b> 1- Standard lights are preferred to be supplied in accordance with FMVSS#108. 2- The upper light bar should contain (2) of each 4" diameter stop/tail/turn/reverse lights, 2" diameter clearance and side marker lights. 3- The lower light bar is preferred to contain two of each 4" diameter stop, tail, and turn. 4- All lights should have flexible gasket mountings, be sealed and have Lexan covers.			
<b>Body Paint</b> 1- The entire unit is preferred to be properly cleaned of all dirt, grease and weld slag prior to painting. 2- The complete unit should be painted with two-(2) coats of DuPont Imron 5000 high solids to a minimum thickness of 4 mils. Enamel or acrylic paint will not be acceptable.			
<b>Body Electrical System</b> 1- The body should be equipped with approved clearance, warning, tail, license, stop and turn signal lights complying with ANSI 2255.1. 2- An electrical console is preferred to be located inside the cab of the truck within view and easy reach of the driver.			



4	Describe your experience in installing a packer body on vehicles – utility	
5	What warranty will you provide on products and workmanship?	
	a What are your operating hours for drive up warranty service?	
6	Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?	
7	State your anticipated delivery time after receipt of truck and Purchase Order	
8	Will you provide delivery of vehicles for packer body work at no additional cost to the City?	

**SUPPORTIVE SPECIFICATIONS**

1. Up fit shall be fully covered under the manufactures stated warranty beginning on the date of delivery to the City of Casa Grande in accordance with the following clauses:
  - a. Guarantee that the cab, chassis and packer body and associated equipment are free from defects in design and construction, and in good working order at the time of delivery.
  - b. Guarantee that the cab, chassis and packer body are as bid out and that no changes or substitutions have been made without prior authorization.
2. The successful bidder shall have and maintain a factory authorized service center. The service department must be capable of supplying and installing component parts, diagnosing, and repairing packer body. Minimum service hours shall be from 8:00 A.M. to 5:00 PM; Monday through Friday (recognized holidays are an exception).
3. The successful bidder shall be responsible for any factory warranty work and ensure, repairs are verified and completed at no charge to the City of Casa Grande.

**III. VENDOR PROPOSAL**

Bidders are to complete the Vendors Proposal Column in the Technical Specification section of this bid. Failure to provide this information may result in their bid proposal being rejected.

#### **IV. AWARD**

Award of this bid will be made to the lowest responsive/responsible bidder meeting the required specifications and qualifications for the proposed item(s).

#### **V. COOPERATIVE USE**

This contract may be extended for use by other municipalities, school districts, S.A.V.E. members 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.

#### **VI. PRICING**

1. The bidders hereby certify that they have read, understand, and agree that acceptance by the City of Casa Grande of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Furthermore, the bidder will agree to fully comply with all the terms and conditions as set for the in the specifications and other documentary forms herewith made a part of this specific procurement.
2. The price on the bid will be good for 1 year from the date of order. The City of Casa Grande will have the option to purchase multiple units from this bid.
3. Price shall include all material, labor, fees, taxes and delivery charge to City of Casa Grande North Operation Center (NOC) 3181 N. Lear Ave. Casa Grande, AZ 85122

### **Scope of Work**

The City of Casa Grande is issuing this bid to establish a contract for the purchase and installation of a truck and packer body.

Contract shall establish a firm fixed price for:

One (1) –2016 19,500-lb 4x2 Truck with 6 Yard Packer Body

The City reserves the right to make multiple awards and/or to award contracts by groups or aggregate award. Submitters are not required to bid all groups in order to be considered for award.

Specific brand names of items currently utilized by the City have been identified. If you are bidding brands other than listed in this Bid, please indicate manufacturer and model number and provide descriptive literature with your proposal response. Alternate brands may require testing by the City before being accepted.

**BID FORM**

**2016 19,500-LB 4X2 TRUCK WITH 6 YARD PACKER BODY**

**Group One - Individual Pricing**

2016 Truck Cab & Chassis \$ \_\_\_\_\_

2016 6 Yard Packer Loader \$ \_\_\_\_\_

Qty. 1 - Delivery Charge:  
City of Casa Grande  
North Operations Center  
(NOC) 3181 N. Lear Ave.  
Casa Grande, AZ 85122

\$ \_\_\_\_\_

Applicable Tax \$ \_\_\_\_\_

Net Bid Price \$ \_\_\_\_\_

**Total Price FOB  
Casa Grande**

\$ \_\_\_\_\_

**CERTIFICATION OF BID**

**FOR**

**2016 19,500-LB 4X2 TRUCK WITH 6 YARD PACKER BODY**

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bids, Information to Bidder, Bid Specifications, Bid Form, Issued Addenda and Certification of Bid that they have read and fully understand, and will comply with said invitation for bid.

Corporate Name

---

Address

---

City, State, and Zip

---

Type of Entity

---

State of Incorporation

---

Phone Number

---

Casa Grande Business  
License Number (if Applicable)

---

Signature of Authorized Officer

---

Print Name of Authorized Officer

---

Title of Authorized Signatory

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## City of Casa Grande and

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### Agreement

#### I. INTRODUCTION

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Casa Grande, Arizona, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as "Bidder").

#### II. EFFECTIVE DATE

This Agreement shall be effective as of the date that the last representative for the parties executes this Agreement.

#### III. RECITALS

**A. WHEREAS**, the City issued a Request for Bids for 2016 19,500-lb 4x2 Truck with 6 Yard Packer Body; and

**B. WHEREAS**, Bidder was the lowest responsible bidder which responded to the City's Request for Bids; and

**C. WHEREAS**, the Casa Grande City Council has, by Ordinance/Resolution No. \_\_\_\_\_, accepted the Bidder's response and authorized the execution of a contract with the Bidder in accordance with the bid response;

**NOW, THEREFORE**; in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

#### IV. TERMS AND CONDITIONS

**A.** Within \_\_\_\_\_ days from the issuance of the City's Purchase Order, the Bidder hereby agrees to provide and deliver \_\_\_\_\_, as specified in and in compliance with all terms of the City's Request for Bids attached hereto as Exhibit 1 and incorporated herein by this reference) and the Bidder's Response thereto (attached hereto as Exhibit 2 and incorporated herein by this reference) at the cost of \$\_\_\_\_\_, including any applicable sales taxes.

**B.** The Bidder shall indemnify and hold the City, its successors and assigns, harmless from and against all claims and all costs, expenses (including reasonable attorney's fees) and liabilities incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death of, or any accident, loss, injury or damage whatsoever to, any person, or to the property of any person, occurring on or about the

provision and/or delivery of a \_\_\_\_\_ and caused by, due to and/or arising from the acts or omissions of the Bidder, its successors, assigns, agents, employees, invitees or licensees.

**C.** The Bidder agrees to provide evidence of any performance bond or payment bond if specified in the City's Request for Bids within the time period specified therein.

**D.** The Bidder agrees to provide, to City Clerk's Office at the City's address in Subsection V(Q), evidence of any liability insurance required in the City's Request for Bids within the time period specified therein.

## V. GENERAL PROVISIONS

**A. Recitals.** The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

**B. Relationship.** This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between or among the parties, and it shall be construed strictly in accordance with its terms.

**C. Mandatory Signature.** This Agreement shall become binding on and enforceable against the City of Casa Grande only after acceptance by the Casa Grande City Council and execution by the Casa Grande City Manager whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.

**D. Integration.** This contract, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supercedes all prior and contemporaneous agreements, representations and understandings of the parties, oral or written. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.

**E. Equal Treatment of Parties in Interpretation of Agreement.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

**F. Construction.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

**G. Additional Acts and Documents.** Each party to this Agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and

instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

**H. Authority to Bind Party.** The individuals executing this Agreement on behalf of each party represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective parties.

**I. Waiver Not Implied.** No waiver by either party of any portion of this Agreement or any breach by either party shall constitute a waiver of any other provision, whether or not similar, or of any subsequent breach of the same or any similar provision. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Each party specifically waives notice of default and right to cure said default unless specifically provided for in this Agreement.

**J. Timely Performance.** Time is of the essence for the performance of all conditions and obligations under this Agreement.

**K. Governing Law/Choice of Forum.** This Agreement and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

**L. Prevailing Party's Costs.** The parties agree in the event of a breach of this contract, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney's fees incurred because of the breach, whether a lawsuit is instituted or not.

**M. Severability.** If any provision of this Agreement is declared void and unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect. Further, if any such provision may be reduced and/or narrowed in scope or the like, such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.

**N. Prohibition on Assignment.** The Bidder agrees it will not transfer or assign any obligations, duties, rights or benefits under this contract to any person or entity without express written permission of the City. Permission of City may be withheld with or without cause.

**O. Cancellation for Conflict of Interest.** This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

**P. E-verify requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Bidder and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Bidder's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City. The Bidder agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. The City retains the legal right to randomly inspect the papers and records of the Bidder and its subcontractors who work on the Agreement to ensure that the

Bidder and its subcontractors are complying with the above-mentioned warranty. The Bidder and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Bidder and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**Q. Compliance with A.R.S. §35-391.06 and 35-393.06.** Bidder, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

**R. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande  
ATTN: Office of City Manager  
510 East Florence Boulevard  
Casa Grande, Arizona 85122

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

**CITY OF CASA GRANDE**, an  
Arizona municipal corporation

\_\_\_\_\_  
James V. Thompson, City Manager  
Date: \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Remilie S. Miller, City Clerk MMC

APPROVED AS TO FORM:

\_\_\_\_\_  
Brett D. Wallace, City Attorney

\_\_\_\_\_

typed name of signatory:  
signatory's title

Date: \_\_\_\_\_, 2015.

State of Arizona )  
 ) ss  
County of Pinal )

**City Manager  
Acknowledgment**

On this \_\_\_\_ day of \_\_\_\_\_, 2015, James V. Thompson who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed the Agreement between Bidder and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

State of Arizona )  
 ) ss  
County of \_\_\_\_\_ )

**Acknowledgment**

On this \_\_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_ personally appeared before the undersigned and acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_ being authorized so to do, executed the Agreement between Bidder and the City (identified in City of Casa Grande records as C. G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposed therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_