

CITY OF CASA GRANDE, ARIZONA

NOTICE OF BID

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

**2WD LOADER BACKHOE WITH EXTENDABLE DIPPER
OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY**

Each bid shall 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.

All bids must be submitted by **Tuesday, May 26, 2015, at 1:30 p.m.**, City time to the City Clerk, Remilie S. Miller, 510 East Florence Boulevard, Casa Grande, Arizona 85122. The bid opening will take place on **Tuesday, May 26, 2015, 1:30 p.m.**, Main Conference Room (2nd 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 2WD LOADER BACKHOE WITH EXTENDABLE DIPPER
OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY
FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, MAY 26, 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 Maintenance Superintendent
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, AZ 85122
(520) 421-8600
Extension: 4690

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:	5/08/2015
Mail Request For Bids:	5/08/2015
Last Date to Submit Bids:	5/26/2015 at 1:30 p.m.
Bid Opening:	5/26/2015 at 1:30 p.m.
Bid Review:	5/26/2015 - 6/02/2015
Bid Award:	6/15/2015

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 Fleet Services Supervisor, rather than cost only.

The **Community Services Director and Parks Maintenance 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.

**2WD LOADER BACKHOE WITH EXTENDABLE DIPPER
OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY**

I. GENERAL SPECIFICATIONS:

The intent of these specifications is to describe the minimum requirements of the requested item for bid described above. All bids shall conform to the base vehicle with the options listed and outlined in OEM literature. The **City of Casa Grande's Parks Division will be the user.**

II. TECHNICAL SPECIFICATIONS MINIMUM:

Refer to separate bid spec sheet for details: (Backhoe Bid Specs.pdf)

Vendor will select either "YES" or "NO" to each of the line items listed in Backhoe Bid Specs.pdf and explain if needed.

A. SUPPORTIVE SPECIFICATIONS

1. Vehicle shall be fully covered under the manufactures stated warranty beginning on the date of delivery, and from the point of mileage on the vehicle odometer when delivered to the City Of Casa Grande in accordance with the following clauses:
2. The successful bidder shall guarantee that the vehicle is free from defects in design and construction, and in good working order at the time of delivery.
3. The successful bidder shall guarantee that the vehicle is as bid out and that no changes or substitutions have been made without prior authorization.
4. 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 the vehicle. Minimum service hours shall be from 8:00 A.M. to 5:00 PM, Monday through Friday (recognized holidays are an exception).

B. WARRANTY

1. All **Loader Backhoe**, units and components shall be guaranteed in accordance with the following clauses:
2. The successful bidder guarantee that the **Loader Backhoe** offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a period of **12** months from the date of delivery.
3. The successful bidder shall guarantee that the **Loader Backhoe** is the manufacturer's standard design and that no changes or substitutions have been made.

4. The successful bidder shall guarantee and agree to replace promptly without cost of any nature to the City during the period of **12** months from the date of delivery any and all parts failing because of defects in design and/or construction excepting those parts than any fail as a result of accident, fire or negligence on the part of the operating personnel (“Promptly” in this case is defined to mean within **48** hours from time of demands).

5. The successful bidder shall make arrangements to pick up vehicle for any factory warranty work, and deliver vehicle when 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. 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 buy multiple units for this bid.

VII. TRAINING

The successful bidder shall completely train City personnel in the use and care of the Loader Backhoe.

CITY OF CASA GRANDE BID SPECIFICATION REQUIREMENTS FOR:

2WD LOADER BACKHOE WITH EXTENDABLE DIPPER OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY

The preferred loader should be equipped with the following features and meet/exceed these specifications:

PERFORMANCE SPECIFICATIONS

ENGINE

- Y__N__ 4-Stroke, Liquid Cooled turbocharged diesel engine with a minimum 90 **net** horsepower @ 2200 RPM
- Y__N__ Engine displacement of at least 200 Cubic Inches
- Y__N__ Minimum SAE **net** torque rating of 325 ft-lbs at peak RPM
- Y__N__ Engine should be equipped with either Tier III **or** Tier IV Interim Emissions Certifications
- Y__N__ Balanced Engine
- Y__N__ Direct high pressure common rail computer controlled fuel injection w/ diagnostic capabilities
- Y__N__ Integral water pump
- Y__N__ Aspirated dual-stage air cleaner
- Y__N__ Dry Element Replaceable Engine Air Filter
- Y__N__ Cast iron oil pan design
- Y__N__ Fuel Filter w/ water trap
- Y__N__ Automatic self-adjusting belt tensioner
- Y__N__ Viscous Fan
- Y__N__ Full flow engine oil filter
- Y__N__ Non Spark Arresting Muffler
- Y__N__ Bio-Diesel ready fueling alternative
- Y__N__ Radiator to have de-aeration and/or overflow reservoir
- Y__N__ Operator controlled feature that will enable the unit to increase backhoe hydraulic performance while reducing the engine RPM thus decreasing the dBa and fuel consumption.

ELECTRICAL

- Y__N__ 12-volt electrical system
- Y__N__ Minimum 120-amp alternator
- Y__N__ Two (2) 12V Accessory power plugs rated at 30 amps
- Y__N__ Battery minimum of 850 CCA (Single Battery)

OPERATOR ENVIRONMENT

CAB INTERIOR

- Y__N__ Operators Cab: ROPS Certified
- Y__N__ Minimum of four isolation mounts
- Y__N__ Suspended brake pedals
- Y__N__ Suspended accelerator
- Y__N__ All glass surfaces free of rubber moldings
- Y__N__ Pull down sun visor
- Y__N__ Left-hand interior storage area
- Y__N__ Right-hand interior storage area
- Y__N__ Key Ignition
- Y__N__ Interior rear view mirror
- Y__N__ Retractable seat belt
- Y__N__ Built-in molded cup holder

cab interior cont'

Operator Environment cont'

- Y__N__ Front console storage area with lid
- Y__N__ Single handle loader control with top-mounted clutch cut-out button
- Y__N__ Auxiliary loader hydraulic control built into the single handle loader control
- Y__N__ Forward/reverse power shuttle lever mounted on the steering column
- Y__N__ Parking brake switch located within easy reach of the operator
- Y__N__ Operator warning system that alerts the operator with an audible alarm when the parking brake is applied and the operator engages the forward/reverse lever
- Y__N__ Instrumentation located to the right of the operator
- Y__N__ Hydrostatic Steering
- Y__N__ Tilt Steering Column
- Y__N__ Anti-Vandalism covers
- Y__N__ Electronic hand and foot throttles
- Y__N__ Mechanical suspension cloth seat with flip-up arm rests: 180 degree swivel
- Y__N__ Reverse Engaged Audible Back-up Alarm
- Y__N__ Factory installed Ride Control

INSTRUMENTATION AND WARNING DEVICES

Vehicle Control Module with menu driven options and onboard diagnostics for:

- Y__N__ Foot throttle sensitivity
- Y__N__ Cold weather idle adjustment
- Y__N__ Maintenance settings

Minimum Instrument Panel Gauges Required:

- Y__N__ Engine Coolant Temp
- Y__N__ Converter Oil Temp
- Y__N__ Fuel Gauge
- Y__N__ Tachometer/ Hour meter
- Y__N__ Voltmeter and/or Ammeter

Audible warning alarms with diagnostics for alerting operator of the following conditions:

- Y__N__ High Coolant Temp
- Y__N__ Low Engine Oil Pressure
- Y__N__ Parking Brake Engagement
- Y__N__ Shuttle Engagement
- Y__N__ Audible alarm to alert operator of transmission engagement when swinging seat

Warning and Safety Devices

- Y__N__ Vehicle shall have audible exterior horn. Horn can be activated for loader and backhoe seating positions
- Y__N__ Vehicle shall have external top mounted amber warning beacon with protective guard. It shall be of a fused wiring circuit and will be illuminated when "on" via rocker switch in cab that is clearly visible in the daytime

LOADER FEATURES AND CONTROLS

- Y__N__ Single-lever control for lift and tilt
- Y__N__ Positive hold float
- Y__N__ Return-to-dig
- Y__N__ Automatic self-leveling
- Y__N__ Dual parallel dump cylinders
- Y__N__ Dual parallel lift cylinders
- Y__N__ Clutch disconnect button on loader control and shift levers
- Y__N__ Bucket position indicator
- Y__N__ Heavy-duty in-line loader arms
- Y__N__ Cushioned loader cylinders
- Y__N__ Cushioned bucket cylinders
- Y__N__ Bucket cylinders with reverse linkage
- Y__N__ Dual cast dump links to bucket
- Y__N__ Full bucket rollover for dozing
- Y__N__ Full bucket rollover for stability in backhoe operation

LOADER BUCKET

- Y__N__ The loader bucket should be a minimum of 82 inches wide with a 1.0 cubic yard heaped capacity **and** 4-in-1 clamshell with Dual, 3" (76mm) diameter, double acting cylinders
- Y__N__ Replaceable dozer cutting edge and reversible floor front and rear cutting edge.
- Y__N__ Rear bucket rolled wrapper
- Y__N__ Pre-drilled edge
- Y__N__ Minimum four (4) evenly spaced heavy-duty lifting eyes
- Y__N__ Preferred Minimum SAE dump cylinder breakout force of 10,000 pounds force
- Y__N__ Preferred Minimum SAE lift capacity to full height of 7,000 pounds
- Y__N__ Preferred Minimum SAE dump clearance of 8.5' feet at full height; at a 45 degree dump angle
- Y__N__ Preferred Minimum SAE dump reach of 31" inches at full height; at a 45 degree dump angle
- Y__N__ Preferred Minimum hinge pin height of 11 feet fully raised
- Y__N__ Preferred dig depth below ground of six (6) inches
- Y__N__ Preferred loader lowering time (power down) of 3 seconds or less
____seconds **State actual time if available**
- Y__N__ Preferred loader return -to-dig lowering time of 4 seconds or less
____seconds **State actual time if available**
- Y__N__ Preferred bucket dumping time of 2 seconds or less
____seconds **State actual time if available**
- Y__N__ Preferred bucket raising time to full height in 4 seconds or less
____seconds **State actual time if available**

BACKHOE FEATURES AND CONTROLS

- Y__N__ Three-lever backhoe controls
- Y__N__ Foot pedals for backhoe swing
- Y__N__ Over-center backhoe release inside the cab
- Y__N__ Rotary throttle control located within easy reach to the left of the operator
- Y__N__ Stabilizer controls located together to permit one-hand operation
- Y__N__ Grease pins in the swing tower to boom base
- Y__N__ Replaceable bushings in the swing tower to boom base mounting pins
- Y__N__ Mechanical bucket coupler
- Y__N__ Extendable dipper stick can be pinned to prevent movement
- Y__N__ Internal bolt-on, replaceable wear strip(s) for extendable dipper stick
- Y__N__ Minimum 1000 lb mounted counterweight for extendable dipper
- Y__N__ Stabilizers fully retractable within the width of the tires
- Y__N__ Flip over stabilizer pads
- Y__N__ Over-center backhoe design

BACKHOE BUCKET AND OPERATION

- Y__N__ Heavy Duty 24" Backhoe Bucket
- Y__N__ Additional Heavy Duty 12" Backhoe Bucket
- Y__N__ Replaceable weld-on teeth
- Y__N__ Preferred minimum swing arc should be 180 degrees
- Y__N__ Preferred minimum swing torque should be 17,900 lb-ft

BACKHOE - Extended Boom with hydraulic assist feature engaged

- Y__N__ Preferred maximum digging depth should be at least 17' feet 6" inches with boom fully extended
- Y__N__ Preferred overall reach from rear axle centerline should be at least 25' feet with boom fully extended
- Y__N__ Preferred minimum bucket cylinder digging force should be at least 14,000 lbs
- Y__N__ Preferred minimum dipper cylinder digging force with boom **retracted** should be at least 9,000 lbs
- Y__N__ Preferred minimum dipper cylinder digging force with boom **extended** should be at least 6,500 lbs
- Y__N__ Preferred maximum stabilizer spread in operating position should be 9 feet 3 inches
- Y__N__ Preferred minimum boom lift capacity at 10 feet should be at least 3,500 pounds (**boom retracted**)
- Y__N__ Preferred minimum boom lift capacity at 10 feet should be at least 2,800 pounds (**boom extended**)
- Y__N__ Preferred minimum boom lift capacity at 4' feet should be at least 3,400 pounds (**boom retracted**)
- Y__N__ Preferred minimum boom lift capacity at 4' feet should be at least 2,700 pounds (**boom extended**)
- Y__N__ Preferred minimum dipper lift capacity at 10' feet should be at least 5,350 lbs (**boom retracted**)
- Y__N__ Preferred minimum dipper lift capacity at 10' feet should be at least 3,950 lbs (**boom extended**)
- Y__N__ Preferred minimum dipper lift capacity at 4' feet should be at least 7,150 lbs (**boom retracted**)
- Y__N__ Preferred minimum dipper lift capacity at 4' feet should be at least 4,100 lbs (**boom extended**)

POWERTRAIN COMPONENTS

TRANSMISSION

- Y__N__ Torque converter drive with a fully synchronized Powershuttle transmission
- Y__N__ Four forward and four reverse speeds
- Y__N__ Minimum top forward and reverse travel speeds should be at least 22.0 MPH with 19.5 x 24" tires
- Y__N__ Electric forward/reverse shuttle shift
- Y__N__ Planetary transmission gears
- Y__N__ Transmission shift lever(s) within easy reach of the operator

TIRES

- Y__N__ Front tire size: 11.0L x 16; 10-ply rating minimum
- Y__N__ Rear tire size: 19.5L x 24; 10-ply rating minimum

DRIVETRAIN

- Y__N__ The loader backhoe power train shall be componentized.
- Y__N__ Cab controlled on-the-fly electro-hydraulic rear differential lock engagement
- Y__N__ Lube-for-life drive shaft cross bearings
- Y__N__ A single fill and check point for rear axle differential
- Y__N__ Heavy duty axles with brakes that can be serviced without removing the axle from the frame

AXLE RATINGS

- Y__N__ Front Axle maximum static should be – 70,800 lbs minimum
- Y__N__ Rear Axle maximum static should be – 90,000 lbs minimum
- Y__N__ Front Axle static operating should be – 17,700 lbs minimum
- Y__N__ Rear Axle static operating should be– 22,450 lbs minimum

BRAKES

Service Brakes:

- Y__N__ Individually applied
- Y__N__ Power assisted, hydraulically actuated
- Y__N__ Brakes operated by two (2) suspended brake pedals
- Y__N__ Wet multi-disc Braking System
- Y__N__ Maintenance-free, self-adjusting Brake System

Parking Brakes:

- Y__N__ Spring applied, hydraulically released parking brake (SAHR)

HYDRAULICS

- Y__N__ Ground level hydraulic test ports
- Y__N__ The preferred hydraulic pump will be a variable displacement design pump
- Y__N__ The hydraulic pump should be transmission mounted
- Y__N__ Total pump flow minimum 36 GPM
- Y__N__ Anti-cavitation valves in the dipper and loader circuit
- Y__N__ Heavy-duty hydraulic oil cooler
- Y__N__ Hydraulic spin-on oil filter
- Y__N__ Anti-rebound valve for backhoe swing precision
- Y__N__ Factory installed backhoe auxiliary hydraulics to be of a uni-directional or combo directional design with adjustable flow control
- Y__N__ All exposed hydraulic hoses will have protective wrapping in place

MISCELLANEOUS

- Y__N__ The loader backhoe should be serviceable from ground level
- Y__N__ Tilt hood that permits access to the engine with the loader arms raised or lowered
- Y__N__ Minimum 38 gallon side-mounted fuel tank
- Y__N__ Front and Rear Vehicle tie downs for transporting via trailer
- Y__N__ Minimum two (2) Front driving lights at least 55 watts each
- Y__N__ Minimum two (2) Front flashers/turn signal lights
- Y__N__ Minimum two (2) Rear flashers/turn signal lights
- Y__N__ Minimum two (2) Rear stop/tail lights
- Y__N__ Minimum two (2) Front Halogen work lights at least 55 watts each
- Y__N__ Minimum four (4) Adjustable Rear Halogen work lights at least 55 watts each
- Y__N__ Minimum one (1) Left and one (1) Right Side Halogen work lights at least 55 watts each
- Y__N__ Lube for life drive line components
- Y__N__ Remote front axle pivot lubrication fitting
- Y__N__ Electrical Master Disconnect Switch and Remote Access for Jump Starting
- Y__N__ Placard or label clearly identifying all lubrication points for maintenance
- Y__N__ Seller will provide full O.E. Shop Repair Manual. Book(s) or electronic media will be acceptable
- Y__N__ Seller will provide full O.E. Parts Manual. Book(s) or electronic media will be acceptable
- Y__N__ Four (4) sets of keys per unit
- Y__N__ Operator orientation provided at time of delivery

WARRANTY

- Y__N__ Full machine warranty for 12 months, unlimited hours to begin on date of delivery
- Y__N__ Engine warranty minimum of two years and/or 2,000 hours to begin on date of delivery
- Y__N__ Transmission/Powertrain warranty minimum of two years and/or 2,000 hours to begin on date of delivery
- Y__N__ Complete hydraulic circuit warranty minimum of three years and/or 3,000 hours to begin on date of delivery

BID FORM

**2WD LOADER BACKHOE WITH EXTENDABLE DIPPER
OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY**

Bid Price \$ _____

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

**2WD LOADER BACKHOE WITH EXTENDABLE DIPPER
OR APPROVED ALTERNATE OF EQUAL OR GREATER CAPABILITY**

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

City of Casa Grande and

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 2WD Loader Backhoe with Extendable Dipper or Approved Alternate of Equal or Greater Capability; 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: _____