



Request for Proposal

For

Annual Pavement Marking Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
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Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah Siep

Request for Proposals (RFP)

Annual Pavement Marking Projects

DESCRIPTION: The City of Prescott, Arizona is looking for a company/contractor for rehabilitation of pavement markings and stripping for City streets and City owned Parking lots.

BID OPENING: Thursday, February 29, 2024, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: January 28, 2024 and February 4, 2024

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I. GENERAL INFORMATION

The City of Prescott, Arizona is looking for a company/contractor for rehabilitation of pavement markings and stripping for City streets and City owned Parking lots.

A. DESCRIPTION OF WORK

This project involves the application of pavement markings and stripping on City streets and City-owned parking lots. This project involves a number of different categories of pavement marking and striping work within the City of Prescott, including application of waterborne paint markings, thermoplastic markings, and epoxy markings. The work under all pavement marking installation items shall consist of cleaning and preparing pavement surfaces and furnishings and applying reflectorized markings to the prepared pavement in accordance with the manufacturers' specifications, and the requirements of these specifications. The City of Prescott's annual requirements for this type of work are estimated to be \$300,000.

B. SCOPE OF WORK AND SPECIFICATIONS

A wide variety of work is required under this contract. The materials, methods and equipment used shall conform to the necessary requirements to ensure proper and successful applications. All work performed on this contract shall be subject to inspection by the City.

The contractor shall give the City full access and cooperation in the discharge of these duties. The inspection of work is an integral part of any work item being eligible for payment. The City of Prescott intends to establish a contract to fulfill the City's requirement for pavement markings and striping and may award multiple contracts to meet this goal.

The Contractor shall provide the Project Manager with a detailed schedule of planned pavement marking operations to be completed within each striping period.

The Project Manager reserves the right to reject any schedule submittals when in his opinion the schedule lacks the proper detail.

The work being required shall begin when the Notice to Proceed is issued and according to the work schedule provided.

Once the Project Manager and Contractor have determined and accepted a schedule, the Contractor shall not deviate from it until a revised schedule has been submitted and accepted by the City.

Special projects shall be completed in accordance with the time frame established by the request or within 30 working days from the date of notification. Deviation from the scheduled time frame shall require approval by the Project Manager.

The Contractor shall provide weekly schedule updates during the work period which shall include reporting of work items completed.

The striping and pavement marking work under this contract shall fall into two separate and distinct timeframes. The contractor shall fully complete all work listed under the contract during these periods, unless otherwise noted.

- **Project Schedule**

The Spring Striping Period is to be completed during a forty (40) calendar day beginning the third Monday in March of that year. Work under this schedule shall include the following locations and work types.

- Long line striping of all Arterials, Collectors and Downtown Central Business District Streets within the City. Both High build and Standard long line paint materials will be applied.
- Application of thermoplastic crosswalks, legends, arrows and symbols on all arterials, collectors, and downtown central business district streets within the City.
- Striping of all parking stalls, handicap symbols and hashing within City owned off-street parking lots.
- Striping of all parking stalls, handicap symbols and hashing of the City's on-street parking within the downtown central business district, and at select other on-street locations.
- Long line striping of all local streets within the City. (These locations can be striped during either the Spring or Fall Striping Periods at the discretion of the Contractor).

The Fall Striping Period is to be completed during a forty (40) calendar day period beginning the third Monday in September of that year. Work under this schedule shall include the following locations and work types.

- Long line striping of all local streets within the City that have not been prior completed during the Spring Striping Period.
- Application of thermoplastic crosswalks, legends, arrows, and symbols on all local streets within the City.
- Long line striping of all arterial and major collector streets within the City. These roadways are striped using both High build and Standard long line paint materials. This is the Fall round of painting for these higher volume roadways.
- Other locations identified by the City for application of paint, epoxy or thermoplastic long line striping, symbols, and legends.

- **Standard Specifications and Drawings**

Standard specifications for this project shall be the City of Prescott Department of Public Works General Engineering Standards and ADOT Standard Specifications, latest revisions. The Standard Details for this project shall be the City of Prescott Standard Details, the Maricopa Association of Governments Uniform Standard Details for Public Works Construction (MAG Std. Dtl.), and Arizona Department

of Transportation Standard Specifications and Standard Drawings for Road and Bridge Construction (ADOT Specs or ADOT Std. Dwg.), latest revisions.

- **Working Hours**

Working hours for all striping as part of this contract shall be between 10:00 p.m. and 6:00 a.m. unless otherwise approved by the City.

- **Public Convenience and Safety**

The Contractor shall at all times conduct his/her work to ensure the least possible obstruction to traffic and adjoining property access. The Contractor in accordance with the requirements of this contract shall provide for the safety and convenience of the general public and the residents along the project and the protection of persons and property.

- **Maintenance of Traffic**

Unless otherwise provided, the road, while being improved, shall be kept open to all traffic by the Contractor. When requested by the Contractor and approved by the Project Manager, the Contractor may bypass traffic over an approved detour route. Before any detour is opened to traffic, the Project Manager shall have been satisfied that traffic is able to proceed in a safe manner.

The Contractor shall bear all expenses of maintaining traffic over the road being improved without direct compensation.

- **Contractor Quality Control**

Quality control measures sufficient to produce materials and workmanship of acceptable quality are the responsibility of the Contractor. Upon request the Contractor shall provide factory certificates of compliance or analysis or both to the Project Manager.

- **Traffic Control**

Traffic control during construction shall be performed in accordance with the City of Prescott Traffic Barricade Manual and the Manual on Uniform Traffic Control Devices for Streets and Highways, latest revision and as stated herein.

All traffic control devices required for this project shall be provided by and the responsibility of the Contractor.

Traffic control shall be considered incidental to the work to be performed under this contract. Off duty law officers and flagmen are considered incidental to traffic control and no separate payment will be made for them.

- **Clean up and Maintenance during Work**

The Contractor shall restore all adjacent property affected by his operations to a condition equal to or better than what existed prior to beginning this contract.

- **Materials**

The contractor shall submit in writing all materials to be used on the project in accordance with ADOT Specs Section 106. The contractor shall provide a full accounting of all marking materials applied. Thus, it is important that the contractor carefully monitors the material inventories on the project. The City reserves the right to sample and test any materials used on the project. All materials that do not meet specification will be rejected. It shall be the responsibility of the contractor to provide for adequate disposal in approved landfills of any removed marking material, cleaning fluids, excess material, and all empty containers. Materials shall comply with and be placed in accordance with ADOT Specs 704 for Thermoplastic and Section 708 for paint.

- **Pavement Preparation**

The contractor shall remove all dirt, dust, grease, oil, or other detrimental material from the road surface prior to application of any pavement marking material. This includes using a hand push broom to remove surface dust and dirt for all hand application work. This also includes poorly adhered existing pavement and pavement markings which may be encountered. The surface of all existing markings to be overlaid shall be cleaned.

- The method of cleaning the surface is subject to approval by the City and shall include PM 10 approved machine sweeping (wet or dry), hand sweeping and the use of high-pressure air spray. All loose material including grindings and obliterated material shall be collected and removed from the pavement surface and properly disposed of. The method of surface preparation shall be per the recommendations of the pavement markings material manufacturer. The cost for cleaning and preparing the surface, including abrasive sweeping and high-pressure air spray shall be considered part of the cost for applying pavement marking material. No separate measurement or payment will be made for this work.
- The road surface shall be absolutely dry with no surface dampness, dew, or subsurface wetness. The day material is to be applied there shall be no forecast of rain for the day. If it begins to rain all marking operations shall be stopped. Pavement subsurface moisture can be present in amounts sufficient to affect proper bonding, even if the pavement surface appears dry. If the presence of subsurface moisture is suspected the following test procedure shall be performed prior to the start of pavement marking operations. A two foot by two-foot section (or sheet) of clear plastic shall be taped to the roadway. The sheet shall remain on the roadway for at least a half hour. If at any time during this half hour significant moisture accumulates on the inside (or pavement side) of the plastic then pavement marking operations shall be delayed or postponed until such time the pavement has dried.

- Air and Pavement Temperature
Each material has its specific application temperature requirements. The material manufacturer's recommendation regarding these temperatures shall be followed at all times. If at any time during marking operations the temperature falls below these requirements all marking operations shall stop. Air and pavement surface temperatures shall be measured one half hour prior to, and one to two hours after striping installation activities begin and continue through the end of the day (if temperature specification is near critical). If needed, the City may require temperature readings to be taken at shorter time intervals. The measured temperatures shall be recorded in a logbook by the contractor and made available upon request by the City. The pavement surface temperature shall be measured with an approved standard surface temperature thermometer or a non-contact infrared thermometer.
- **Pavement Marking Locations**
To prevent marking bond failure the application of pavement markings shall follow these installation location rules:
 - On paved areas where new striping is being added, the edge line shall not be placed on the joint between the traveled lane and the shoulder.
 - When markings are placed over existing pavement markings, unless otherwise directed by the work order or City, the new pavement marking shall overlay the existing pavement markings. The starting and stopping points on long line applications shall not vary more than two (2) inches length wise and not more than ½ inch on width. Overlaying of existing legends and symbols shall match the existing markings within one (1) inch or less.
- **Calibration**
Each day prior to the start of any pavement marking operations that involve paint or thermoplastic (for spray applications), the contractor shall calibrate the wet film thickness and glass bead application to those specified rates. Any work performed without the benefit of calibration may be rejected. If at any time conditions change or it appears the required application rates are not being achieved then the calibration process shall be repeated if directed to do so by the City.
- **Glass Beads**
Drop-on glass beads shall be immediately mechanically deposited after the paint, thermoplastic, or profile thermoplastic markings are applied. If the glass beads are not adhering to these markings as intended, all operations shall be stopped until the problem can be corrected. All markings that are determined by the City not to

have sufficient drop-on glass beads, as herein specified, shall be either removed and replaced or overlaid with new markings at no additional cost to the City. Drop-on glass beads anchor and retro-reflect best at 55% to 60% embedment of their diameter. All glass bead application equipment shall be calibrated prior to the start of striping operations so the application rate of the glass beads coincides with the required thickness of the pavement marking material and, if sprayed, the application speed. The bead flow calibration method shall be per the requirements specified herein.

- **Thickness**

Random spot checks of the markings thickness may also be made by the City to ensure conformance with the requirements of these specifications. The contractor shall inspect the wet thickness immediately after the marking is applied by inserting a thin, graduated machinist rule or similar instrument into the wet material to the depth of the underlying surface. The thickness is then determined visually by noting the depth of penetration. The City's inspector may use this method or an alternative spot check procedure which is to place a small flat sheet of black painted metal or tape with a known thickness immediately ahead of the striping apparatus. After striping, the sample shall be measured with a suitable measuring device, e.g. caliper, micrometer, to determine the thickness of the marking. If the thickness of the applied markings is not conforming to the requirements of the specifications within acceptable parameters all marking operations shall stop and no payment for the work done prior to the inspection that day will be made. Corrective action shall immediately be taken (e.g. adjusting application speed and/or pressure or gun flow settings) to ensure that the proper thickness is being applied. Corrective measures may include the reapplication of additional thickness to already applied markings that are known to be thin. If three or more stops are made to correct thickness problems, the City may order the contractor to recalibrate per the procedures stated herein.

- **No Track and Drying Time**

Each pavement marking material has its own specific no track and drying time that vary greatly with ambient weather conditions. The contractor shall coordinate with the material manufacturer for the times that apply to their materials. The no track and drying times shall be accounted for in all traffic control plans. Traffic shall not be allowed on any paint or thermoplastic marking until it has reached no track. No track is the lapsed time that is required for the markings, as applied in the field with glass beads, not to splash or track any applied marking material when run over with a vehicle tire. The Contractor shall be responsible for all claims made for markings splashed on vehicles arising from the contractors' operations. Coning of applied markings shall be performed as necessary. The drying time shall be defined as the minimum elapsed time, after application, when the pavement markings shall have and shall retain the characteristics required

herein and after which normal traffic will leave no impression or imprint on the newly applied markings. The City may conduct a field test in accordance with ASTM D-711 to verify actual drying.

- **Appearance and Width of Placed Markings**

The finished pavement marking line shall have well defined edges and be free from waviness. Lateral deviation of the line shall not exceed one inch in 100 feet. The longitudinal deviation of a line segment and gap shall not vary more than six inches in a 40-foot cycle. According to the width of line called for on the plans the actual width of line shall be within the limits specified.

- 4 inches (4 to 5 inches), 6 inches (6 to 7 inches), 8 inches (8 to 9 inches), and over 8 inches (Plus 1 to 2 inches)
- After application and sufficient drying time, the marking shall show no appreciable deformation or discoloration under local traffic conditions in the air and/or road temperature ranging from -10 degrees to +180 degrees Fahrenheit.

- **Retro-reflectance**

The white and yellow pavement markings shall have the following minimum retro-reflectance values as measured by a 30-meter Mirolux 30 or equivalent portable retro-reflectometer initially, and/or forty-five (45) days after application to the roadway surface:

Product	Retro-reflectance (Millicandelas)
White	175
Yellow	125

The sample rate to determine if the applied markings meet this requirement will be based on a minimum of four randomly selected points taken approximately at quarter points throughout the entire length of the project. Readings taken at each point shall be for each type of marking that is represented at that location. Such as edge lines, lane lines, legends, symbols, stop bars and cross walks. Three readings will be taken and then averaged with the compliance determination based on the average of those three readings. Additional sample points may be taken by the City. The City considers the LTL-2000 and MX-30 to be equivalent portable retro-reflectometers for determining the requirements stated herein. If approved by the City, the Contractor may elect to increase bead application rates to ensure conformance within these requirements.

- **Obliteration**

When stripe obliteration is necessary, it shall be accomplished by an approved method. Painting over striping, removal of pavement, and overlaying pavement do not constitute stripe obliteration.

- **Mobilization**

Work under this item shall be in accordance with Section 901 of ADOT Specs and as modified herein. Sections 901-4 and 901-5 shall be revised to read: “No separate measurement or payment shall be made for mobilization to complete the scheduled striping operations required during the scheduled Spring and Fall Striping Period.”

A mobilization fee may be paid for special striping projects requested by the City valued at \$10,000 dollars or less (Level 1 Project) and \$10,001 to \$25,000 dollars (Level 2 Project) and undertaken outside of the Spring or Fall Striping Period or when the requested work will be performed by a contractor specifically selected to complete a special striping project. Apart from this work type, mobilization shall be considered incidental and included in the unit price bid.

- **Method of Measurement**

The installation and removal of pavement marking lines will be measured by the linear foot along the center line of the pavement marking line (or stripe) and will be based on the specific payment item as herein described and specified on the appropriate Fee Schedule. Any measurement of a line that is not specifically addressed per the Fee Schedule will be converted to the appropriate four-inch-wide item by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

The installation, removal and surface preparation of pavement marking symbols and legends shall be measured by each unit.

- **Satisfactory Performance Life**

All materials shall be applied per the manufacturer's recommendations and per the applicable requirements of the specifications. A satisfied performance life shall be considered to be achieved if the actual life of the applied markings does not deteriorate due to natural causes and normal road wear within the specified expected pavement marking lifetimes. The minimum expected pavement marking lifetimes are detailed in Section 1.27 of the Scope of Work. The contractor shall correct any unsatisfactory performance conditions within that time frame without cost to the City. Consistent unsatisfactory performance may be grounds for partial or total cancellation of a contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following: Any shrinkage that is more than 1/4 inch. Any delamination of any layer. Significant discoloration to the point that the marking fails to conform to specified color. Significant cracking, crazing, blistering, flaking, or chipping that causes the markings to look unsightly and worn out. The markings were not placed properly per the requirements of the specifications. The loss of adhesion is

due to underlying dirt that should have been cleaned off before the markings were placed. Subjective and/or objective measures as based on this specification and other nationally accepted standards and practices will be used by the City to judge unsatisfactory performance. The contractor shall warranty all applied materials specified expected pavement marking lifetimes.

- **Warranties for the Pavement Marking Portion**

The Contractor warrants: That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The warranty period on pavement marking materials and workmanship from the date that they were installed shall be as follows:

- All Waterborne Paint Markings -Six (6) Months
- Thermoplastic and Profile Thermoplastic Long Line Markings -Two (2) Years
- Thermoplastic Legend and Symbol Markings - a minimum of One (1) Year or the manufacturer's warranty period, whichever is longer.
- Epoxy Pavement Markings – Three (3) Years
- These time periods will be termed, for the purpose of this contract, as the expected pavement marking lifetimes.

If there is any failure that can be attributable to failure of the materials and/or application as herein defined, the contractor, at no additional cost to the City, shall correct the problems through the removal and/or replacement of the faulty pavement markings. The warranty shall cover that the pavement marking materials as applied in the field by the contractor shall perform, as intended for this period of time, without degradation that is directly related to unsatisfactory performance of those materials and/or the installation of those materials. The specifications sections of this document contain additional definitions regarding unsatisfactory performance. The Contractor agrees that they will, at their own expense, provide all materials, equipment, labor, and traffic control required to repair and/or replace any such defective workmanship and/or materials which become or are found to be defective during the terms of their warranty. The contractor shall guarantee the services to be supplied and comply with the requirements of the specifications.

- **Mainline Striping (High Build Waterborne Traffic Paint)**

Work under this item shall consist of the application of striping material per specification TT-P-1952D Type II, (Ennis Product 52DW-40-M-1 and 52DY-40-1 or equivalent) at locations throughout the City as detailed herein, and in

Appendix A. All mainline striping shall be four inches in width with the exception of striping on City portions of SR89 and SR69, wide solid white bike lanes, and wide solid white lines at existing right and left turn lanes, which shall be six (6) and eight (8) inches in width respectively at all locations. Measurement and payment shall be per linear foot of striping placed at the width specified. Payment shall be at the contract price, which price shall be full compensation for the work complete, including glass beads, as described, and specified herein. Application shall be at a rate of 24-28 mils. Glass beads shall be 0.8-1.3 mm in size, dual coated, applied at a rate of 8 lbs. per 100 square feet of marking area. Bead embedment shall be no less than 50%. Air atomized or airless spray equipment can be used for application.

- **Mainline Striping**

Work under this item shall consist of the application of striping material per ADOT Spec 708 at locations throughout the City as detailed herein, and in Appendix A. All mainline striping shall be four inches in width with the exception of wide, solid white bike lane lines, and wide, solid white lines at existing right and left turn lanes, which shall be six (6) and eight (8) inches in width respectively at all locations. Measurement and payment shall be per linear foot of striping placed at the widths specified. Payment shall be at the contract price, which price shall be full compensation for the work complete, including glass beads, as described, and specified herein. Application shall be at a rate of 15 mils. Glass beads shall be 0.8-1.3 mm in size, dual coated, applied at a rate of 8 lbs. per 100 square feet of marking area. Bead embedment shall be no less than 50%. Air atomized or airless spray equipment can be used for application.

- **Crosswalks/Stop Bars**

Work under this item shall consist of the application of striping material per ADOT Spec 704 at locations throughout the City as detailed herein, and in Appendix A. All crosswalk lines shall be 12 inches in width and all stop bars shall be 18 inches in width unless otherwise specified. Measurement and payment shall be per linear foot of striping placed at the widths specified. Payment shall be at the contract price, which price shall be full compensation for the work complete, including glass beads applied at a rate of 10 lbs. per 100 square feet of marking area, as described and specified herein. All thermoplastic crosswalks and stop bars shall be 90 mil (0.090) thick, extruded reflectorized markings.

- **Symbols and Legends**

Symbols and Legends shall consist of the application of striping materials per ADOT Spec 704 and 708 as directed at locations throughout the City as detailed herein, and in Appendix B. Measurement and payment for Symbols, Legends and Parking symbols shall be per each, that is, the contract price for each item painted and shall be full compensation for the work complete, including glass beads

applied at a rate of 10 lbs. per 100 square feet of marking area, as described and specified herein. All thermoplastic arrows shall be 90 mil (0.090 inch) thick, extruded reflectorized markings. All legends shall be white or yellow Type I preformed marking tape or approved equal.

- **Parking Lines**

Parking Lines shall consist of the application of striping materials per ADOT Spec 708 at the locations stated herein and in Appendix C & D. Measurement and payment for Parking Lines shall be per linear foot of striping placed at the widths specified. Payment shall be at the contract price, which price shall be full compensation for the work complete, including glass beads applied at a rate of 8 lbs. per 100 square feet of marking area, as described and specified herein.

- **Thermoplastic Long Line**

Thermoplastic material shall comply and be placed in accordance with ADOT Specs 704. Either an alkyd or hydrocarbon thermoplastic formulation can be used for longitudinal lines (e.g. lane lines, edge lines, gore lines) unless otherwise specified. Extrude or spray formulations shall be used per the application equipment used to install the markings. The thermoplastic pavement marking material shall be hand cart extruded, ribbon extruded or sprayed on the pavement surface at a material temperature range between 400 °F and 460 ° F depending on the ambient air and pavement temperatures and the pavement surface to which the material is being applied. Glass beads shall be 0.8-1.3 mm in size, dual coated, applied at a rate of 10 lbs. per 100 square feet of marking area. Bead embedment shall be no less than 50%.

- **Epoxy Markings**

The epoxy resin composition shall be specifically formulated for use as a pavement marking material and for hot-spray application at elevated temperatures. The type and amounts of epoxy resins and curing agents shall be at the option of the manufacturer, providing the other composition and physical requirements of this specification are met. The epoxy marking material shall be hot-applied by spray methods onto bituminous and Portland cement concrete pavement surfaces at a thickness of 15 – 20 Mils (0.020 inches). Type I reflective glass spheres shall be immediately dropped onto the epoxy composition, followed by application of Type II glass spheres. Each type shall be applied at the rate of 10 lbs./gal of epoxy (total 20 lbs./gal). Following a simultaneous application of Type I and Type II glass beads, the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night reflectivity. Mobile application equipment for the placement of epoxy reflectorized pavement markings shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The application equipment shall be maneuverable to the

extent that straight lines can be followed, and normal curves can be made in a true arc.

C. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|-----------------------------------|---------------------------------|
| • Request for Proposal Advertised | January 28 and February 4, 2024 |
| • Proposal Due Date/Opening | February 29, 2024 |
| • Award of Contract | March 2024 |

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

D. REQUESTS FOR INFORMATION

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

LaTona Jones
Contract and Purchasing Administrator
latona.jones@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, February 20, 2024**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, February 26, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

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

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original with one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet

- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List ****if applicable****

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**
Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- **Form B – Price sheet**
The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- **Form C – Bid Certification**
Bidder shall complete, sign, and submit Form C.
- **Form D – Non-Collusion Certificate**
Bidder shall complete, sign, and submit Form D.
- **Form E – Certificate of Ownership**
Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- **Form F – Bidder Qualifications, Representations and Warranties**
The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide two (2) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

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

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

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Thursday, February 29, 2024**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

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

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

**Request for Proposals:
Annual Pavement Marking Projects
Due before 2:00 PM on February 29, 2024**

III. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/firm will be required to execute and meet the terms of the City's standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or

subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

Worker's Compensation and Employer's Liability:

- | | |
|-----------------------------|--------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| • Each Accident - | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit - | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

IV. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year, Starting April 29, 2024. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

V. TERMINATION OF CONTRACT

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

VI. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) 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.

VII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk’s Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have

been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

VIII. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.

- I.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- L.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor Immigration Warranty (if applicable)**
Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the

Contractor / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

R. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



General Services Contract

Annual Pavement Marking Projects

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Annual Pavement Marking Projects in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting April 29, 2024. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) 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.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
contracts@prescott-az.gov

**
**
**
**

- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov or ap@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

M. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 - 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet



Solicitation Response

Annual Pavement Marking Projects

Please note all that apply:

- ☐ Addenda Number(s) Received (if any)
- ☐ Original Forms A through F

Business Name: _____

Business Address: _____

Business Phone: (____) _____

Business Contact: _____

Contact Email: _____

Contractor/Company Comments: _____



Item #	Description	Unit	Unit Price
ADOT 708 Paint Long Line			
1	4 Inch Yellow Line	LF	
2	4 Inch White Line/Skip	LF	
3	4 Inch Yellow/White Hatch Marking	LF	
4	4 Inch Yellow/White Parking Line	LF	
5	6 Inch White Line/Skip	LF	
6	6 inch Yellow/White Hatch Marking	LF	
7	8 Inch White Line	LF	
8	8 Inch Yellow/White Hatch Marking	LF	
High Build Paint Long Line			
9	4 Inch Yellow Line	LF	
10	4 Inch White Line/Skip	LF	
11	4 Inch Yellow/White Hatch Marking	LF	
12	6 Inch Yellow Line	LF	
13	6 Inch White Line/Skip	LF	
14	6 inch Yellow/White Hatch Marking	LF	
15	8 Inch White Line	LF	
16	8 Inch Yellow/White Hatch Marking	LF	
17	10 Inch White Long Line	LF	
ADOT 704 Thermoplastic Long Line			
18	4 Inch Yellow Line 40 mil. thick(Spray)	LF	
19	4 Inch White Line 40 mil. thick (Spray)	LF	
20	4 Inch Yellow Line 80 mil. thick (Ribbon extruded)	LF	
21	4 Inch White Line 80 mil. thick (Ribbon extruded)	LF	
22	4 Inch Mini Skips 80 mil. thick (Ribbon extruded)	LF	
23	6 Inch Yellow Line 80 mil. thick (Ribbon extruded)	LF	
24	6 Inch White Line 80 mil. thick (Ribbon extruded)	LF	
25	6 Inch Mini Skips 80 mil. thick (Ribbon extruded)	LF	
26	8 Inch White Line 80 mil. thick (Ribbon extruded)	LF	
27	10 Inch White Line 80 mil. thick (Ribbon extruded)	LF	
Obliteration			
28	4" - 6" - 8"	LF	
29	Symbol/Arrow	EA	
ADOT 704 Thermoplastic Crosswalk/Stop Bars			
30	12 Inch Yellow – Crosswalk/Stop Bar 90 mil. thick	LF	
31	12 Inch White – Crosswalk/Stop Bar 90 mil. thick	LF	
32	18 Inch White – Stop Bar 90 mil. thick	LF	
Epoxy Long Line			
33	4 Inch Yellow Line 15-20 mil. thick	LF	
34	4 Inch White Line/Skip 15-20 mil. thick	LF	
35	4 Inch Yellow/White Hatch Marking 15-20 mil. thick	LF	
36	4 Inch Yellow/White Parking Line 15-20 mil. thick	LF	
37	6 Inch Yellow Line 15-20 mil. thick	LF	
38	6 Inch White Line/Skip 15-20 mil. thick	LF	
39	6 inch Yellow/White Hatch Marking 15-20 mil. thick	LF	
40	8 Inch White Line 15-20 mil. thick	LF	
41	8 Inch Yellow/White Hatch Marking 15-20 mil. thick	LF	
Epoxy Symbols			
42	Single Head Arrow	EA	
43	Double Head Arrow	EA	



Item #	Description	Unit	Unit Price
ADOT 708 Painted Symbols			
44	Bike Lane Symbol	EA	
45	Sharrow Symbol	EA	
46	Handicap Parking Symbol	EA	
47	Parking Lot Arrow	EA	
ADOT 704 Thermoplastic Symbols			
48	Single Head Arrow	EA	
49	Double Head Arrow	EA	
50	"NO LEFT TURN"	EA	
51	"SCHOOL"	EA	
52	"SLOW"	EA	
53	"PED"	EA	
54	"XING"	EA	
55	"KEEP"	EA	
56	"CLEAR"	EA	
57	Single Letter/Number Symbol	EA	
58	Bike Lane Symbol	EA	
59	Sharrow Symbol	EA	
60	Handicap Parking Symbol	EA	
61	Parking Lot Arrow	EA	
Mobilization			
62	Level 1 Project (Striping Project \$10,000 or less)	LS	
63	Level 2 Project (Striping Project \$10,001 to \$25,000)	LS	

 Signature of Company Official

 Printed Name of Company Official

 Title

 Company Name

 Street Address

 Email Address

FORM C – BID CERTIFICATION



Company Name: _____

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Issue Date

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Annual Pavement Marking Projects

Company Name: _____

The undersigned Bidder hereby certifies as follows:

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

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Annual Pavement Marking Projects

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Annual Pavement Marking Projects

Company Name: _____

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM G – SUBCONTRACTORS LIST

Annual Pavement Marking Projects

Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional form(s) if needed*