

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd.
Ste 210
Scottsdale, AZ 8251
Phone (480) 312-2432

CITY OF SCOTTSDALE



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

City of Scottsdale Formal Solicitation Instructions to Bidders (Attachment A)

1. Submittal Receipt and Opening

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until the time and date stated in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** LATE SUBMITTALS WILL NOT BE ACCEPTED. To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. Purchasing Department Hours and City Observed Holidays

The Purchasing Department is open Monday through Friday 8:00 a.m. to 4:00 p.m. City holiday time frame will be 6:00 p.m. the eve of the holiday until 6:00 a.m. on the day after the holiday. City holidays that occur on a weekend day may be observed on the adjacent working week day. City holidays include but are not limited to the following:

- | | |
|---------------------------|--|
| a. New Year's Day | January 1st (or Friday before or Monday after) |
| b. Martin Luther King Day | 3rd Monday in January |
| c. President's Day | 3rd Monday in February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | July 4th (or Friday before or Monday after) |
| f. Labor Day | 1st Monday in September |
| g. Veteran's Day | November 11 (or Friday before or Monday after) |
| h. Thanksgiving Day | 4th Thursday in November |
| i. Day after Thanksgiving | 4th Friday in November |
| j. Christmas Day | December 25th (or Friday before or Monday after) |

3. Pre-Bid Conference

If applicable the Pre-Bid Conference time, date and location will be stated in the CRITICAL DATE section of a solicitation. All bidders are urged to attend.

4. Mandatory Pre-Bid Conference

If applicable the mandatory Pre-Bid Conference time, date and location will be stated in the CRITICAL DATES section of a solicitation. This mandatory Pre-Bid Conference is open to all the public and all individuals in attendance will be required to sign in on the mandatory Pre-Bid Conference sign-in sheets. Companies planning to submit a bid **must** have a company employee physically present at the Pre-Bid Conference. **ONLY** bids received from companies that physically attended and signed in at the mandatory Pre-Bid Conference will be considered responsive. This will be the **ONLY** visit provided.

5. Information Requests

Requests for additional information relating to this bid should be directed to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation.

6. Solicitation Questions

The Bidder shall submit all questions, requests for clarification and inquiries in regard to this solicitation to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for questions stated in the CRITICAL DATES section of a solicitation. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff. When submitting any questions, the Bidder should indicate the page number, Section Number/Clause, Title and if possible, paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

7. Approved Alternates (If applicable will be stated in the CRITICAL DATES section of a solicitation)

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

- a. The Bidder shall submit a written Request for Alternate to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for Approved Alternates stated in the CRITICAL DATES section of a solicitation. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division no later than the deadline for submitting APPROVED ALTERNATE as stated in the CRITICAL DATES section of a solicitation. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.

- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore, the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

8. Environmental Procurement Policy

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document, unless the approved alternate clause has been deemed not applicable.

9. Purchasing Web Site

The Purchasing web site provides a wide variety of information; including the capability to download solicitations and plan sheets (if applicable), how to introduce your products, a list of the Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

10. Downloading Solicitations

All solicitation documents, plan sheets/drawings, if applicable, and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments are no longer available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

You must download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/Solicitations/Solicitation> in order to be automatically notified of associated addenda.

11. Email Notification

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at <http://www.scottsdaleaz.gov/purchasing>.

12. City of Scottsdale Procurement Code

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website at <http://www.scottsdaleaz.gov/purchasing>.

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

13. Prospective Bidder's Conference

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference is indicated on the cover page of this document. The purpose of this conference is to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an additional opportunity to submit any questions and discuss any questions previously submitted.

14. Bidder's Presentation

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

15. Ineligible Bidder

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

16. Obligations

The issuance of this solicitation shall not obligate the City to pay any costs incurred in the preparation and submission of proposals.

17. Non-Collusion Affidavit

By signing the Offer and Acceptance Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions to ensure that the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non-Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder shall return the completed and notarized Non-Collusion Affidavit with its submittal.

18. Immigration Law Compliance

By signing the Offer and Acceptance Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services), it has complied with and will maintain compliance with the E-Verify Program as required by ARS §23-214(A) up to the time of the contract award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

19. Lawful Presence in The United States for Persons

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all-NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W-9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of

your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable document, please indicate the date of submission. An acceptable Affidavit already on file with the City will be sufficient to meet this requirement.

If you fail to provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise the City of your prior filing within 10 calendar days of being requested, then you may be considered non-responsive and disqualified from award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

20. Taxes/Licenses

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt, you should contact the City to resolve the status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that it procures. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may incur a City of Scottsdale Transaction Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Transaction Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

21. Contractor's Licensing Requirements

If applicable, the Contractor shall identify its Arizona State Contractor's License Number and Classification on the Bid Form and Bid Form Signature Page, as evidence that it is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

22. Litigation

The Bidder shall disclose along with any Submittal any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder shall also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder shall warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization(s), owners and key personnel.

23. Subcontractor's List

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

24. Subcontractors

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts or omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

25. Confidential Information

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that may permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City will destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

26. Small Business

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

27. Title Vi Notice

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

28. Interpretations, Addenda

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM ISSUED BY THE PURCHASING DIVISION ARE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the applicable Plans or Specifications, or should it be in doubt as to their meaning, it shall at once notify the contact person listed on page one of

this solicitation, who will prepare a written addendum if warranted. The City shall not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City shall become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that it will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued for a specific solicitation. If the bidder/proposer feels it is missing any addenda, it can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. The Bidder/Proposer is responsible to be aware of ALL addenda before submitting its final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in its submittal and will hold the Bidder/Proposer responsible that its pricing encompasses all issued addenda.

29. Submittal Procedure

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initiated by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If submitted by mail, Bidder shall be responsible to ensure that the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted.

LATE SUBMITTALS WILL NOT BE CONSIDERED.

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid.

Faxed withdrawals will not be considered.

Bids submitted to the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

30. Donations

If you intend to submit a bid or proposal, to avoid the appearance of impropriety, you shall not make any donation of goods or services to the City during the bid or proposal process.

31. Award Determination

a. For the Award of an Invitation for Bids (IFB)

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid.

The Contract will be awarded to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the Contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. The City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

b. For the Award for Request for Proposals (RFP)

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

32. Rejection of Bids

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

33. Protests

Pursuant to the City of Scottsdale Procurement Code Section 2-213, an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance that the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council (i.e., for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Robert Schoepe, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the Director determines that a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

34. Contract Award Notification

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/Solicitations/Solicitation/Status>

The City Council must approve the award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

35. Award of Contract

a. When Awarded by Offer and Acceptance Agreement:

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

b. When Awarded by Attached Contract:

A signed response to a Request for Proposal OR Invitation for Bid is an offer to Contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's solicitation and the sample Contract attached to a solicitation. Contract may be administratively, or Council awarded per solicitation requirements.

➤ Administrative Awarded Contract:

A Contract will be formed when the Purchasing Director awards the Contract executed by the City and the selected Offeror.

➤ Council Awarded Contract:

A Contract will be formed when the City of Scottsdale City Council awards the Contract executed by the City and the selected Offeror.

Once the City has awarded the Contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

36. Bid Bond (If applicable will be stated in the Special Terms & Conditions section of a solicitation)

Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Bid Security will be returned to all but the two lowest responsible and responsive bidders after the Intent to Award has been posted, and the remaining securities returned within fourteen (14) days after final execution of contract.

Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally, the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than "A-VI".