



**CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BID**

SOLICITATION NUMBER: IFB 14-38

DESCRIPTION: SALE OF EQUIPMENT – AERATION AND PUMP EQUIPMENT

OFFER DUE DATE AND TIME: MAY 27, 2014, AT 2:00 P.M. LOCAL TIME

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

PRE-BID CONFERENCE: MAY 16, 2014 AT 9:00 A.M.

A pre-bid conference will be held at Arrowhead Water Reclamation Plant 8180 West Union Hills Drive, Glendale, AZ 85308 at 9:00 A.M., local time. A viewing of the equipment will occur immediately following the pre-bid conference.

The City of Glendale offices will be closed on Monday, May 26, 2014 in recognition of Memorial Day. Offices will return to regular hours on Tuesday, May 27, 2014.

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

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

Bids shall be opened publicly at the time, place and location designated on this page. The name of each bidder and price offered shall be publicly read and recorded.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
623/930-2867
vjackson@glendaleaz.com

 <p>GLENDALÉ</p>	<p>SOLICITATION NUMBER: IFB 14-38</p> <p>SALE OF EQUIPMENT AERATION AND PUMP EQUIPMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 INTRODUCTION

Interested bidders shall bid a lump sum total for all identified items. No individual line item offers will be accepted. There is no minimum bid amount. Award will be to the highest bidder.

1.1 SECTION 1- GENERAL DESCRIPTION

The City of Glendale Arrowhead Water Reclamation Facility is looking for interested parties to remove existing equipment from an oxidation ditch that is no longer in service.

The City makes no guarantee on the operability of the equipment and provides no warranty attached to the sale.

No operating or repair manuals, drawings, or other design documents are believed to be available for this equipment or the oxidation ditches. The equipment to be removed is identified as follows:

- 1.1.1 Existing Rotating Brush Type Steel Aeration Units- Quantity 5*
- 1.1.2 Existing Motors and gear mechanisms attached to equipment in item #1- Quantity 5*
- 1.1.3 All Associated brackets and other fastening devices directly connected to items 1 & 2

*Exhibit A of this IFB contains photographs of the equipment offered.

1.2 SECTION 2- REMOVAL REQUIREMENTS

- 1.2.1 The buyer will be responsible for all aspects of the removal of the equipment;
- 1.2.2 The City will not provide any labor, tools, or materials needed for the removal of this equipment;
- 1.2.3 The buyer will follow all required safety practices;
- 1.2.4 The buyer is subject to any established security clearances and/or procedures required by the facility;
- 1.2.5 City personnel will provide access to the facility, but will not be involved in the removal of the equipment;
- 1.2.6 The work performed by the buyer shall not have an impact on the normal operations of the facility;
- 1.2.7 The buyer will remove all equipment identified in items 1 through 3 in section 1;
- 1.2.8 The buyer will leave the site clean and safe as deemed by inspection by City representative;
- 1.2.9 Any electrical disconnection must be done in a safe manner, with disconnection and capping of wires to the nearest panel or disconnect.

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1.3 SECTION 3- SPECIAL REQUIREMENTS

1.3.1 Viewing by individual **appointment** is not allowed for this solicitation. The viewing of surplus equipment shall occur at the scheduled Pre-Bid Conference.

Pre-Bid Conference

Date: May 16, 2014; 9:00 a.m.

Location: Arrowhead Water Reclamation Plant, (refer to first page of details)

1.4 SECTION 4- CITY DISCLAIMER

1.4.1 **Sale is as-is, where-is, with all faults and no warranties implied or expressed.** Under no circumstances will a refund or adjustment be made because any surplus equipment offered do(es) not come up to the standard expected, nor will failure to inspect be considered grounds for a claim. The City shall not be liable for any incorrect description, fault or defect. Although all information is deemed to be from reliable sources, prospective buyers are urged to inspect all items prior to bidding.

1.4.2 Once payment has been received and has cleared, the winning bidder(s) is responsible for the removal of surplus equipment. Any cost, responsibility, and risk of removal of purchases remain with the purchaser. Removal must be completed by the agreed deadline. The City may charge storage costs beyond the agreed deadline.

1.5 SECTION 5- PAYMENT TERMS

1.5.1 Cash, Cashier's Check, Traveler's Check, Certified Funds Wire Transfer, or Company Check ONLY IF ACCOMPANIED BY BANK LETTER OF GUARANTEE – NO EXCEPTIONS.

1.6 SECTION 6- OTHER

1.6.1 Are you an employee of the City of Glendale? No Yes If yes, please answer the following:

If yes, please indicate your department _____

1.6.2 Have you been involved in the purchase, maintenance, operation or disposal of the item(s) listed for sale? No Yes

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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 RETURN OF BID Two (2) entire sets of the bid solicitation response shall be submitted, with one (1) hard copy marked as “original” and one (1) CD-ROM or flash drive containing all original documents. One originally signed Bidder Sheet (Section 4.0) and one copy of the Pricing Page (Section 5.0). The bidder shall complete all sections of the solicitation in the format given (Bidder Sheet, Pricing Page and Addendum(s)) in the space provided. If additional space is needed than what is given, enter “See Attachment A for detail.”

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

- 2.3.1 BIDDER SHEET**, Section 4.0
- 2.3.2 PRICING PAGE**, Section 5.0
- 2.3.3 ADDENDUM**, Return all addenda

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures, technical literature suitable for evaluation, or samples may be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 EVALUATION CRITERIA Invitation for Bids are awarded to the **highest** responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.

2.6 INQUIRIES Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are

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encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.

- 2.7 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 2.8 **TERM OF AGREEMENT** The term of agreement for this bid shall be for a one (1) year initial period.
- 2.9 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total bid cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.10 **INSURANCE** The successful Contractor shall maintain, during the period of the contract or agreement, such public liability and property damage insurance, both general and automotive liability, as shall protect him and any subcontractor performing work under the contract from all claims for bodily injury, including accidental death, as well as for property damage arising from operations under the contract or agreement whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. The insurance company issuing the policy required above shall have an "A, VII Financial rating, or better, in the current edition of AM Best Rating and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale and it's board members, officers, officials, agents and employees as an additional insured and shall be primary coverage for the activity of the contractor. Insurance carrier shall notify the Materials Manager in writing of contractor's default in the insurance premiums prior to any cancellation of the insurance and shall accept from the City, if the City so elects payment of the insurance premium to maintain the insurance coverage in full force and effect. The City reserves the right to terminate any contract or agreement if the contractor fails to maintain such insurance coverage.

Minimum Insurance Requirements

1. **Workers' Compensation Insurance** with Statutory Limits. This policy shall include employer's liability insurance with limits of at least \$1,000,000.



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2. **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as required by **the City**, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any agreement with **the City**), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$2,000,000 each occurrence and \$4,000,000 aggregate.
3. **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to an agreement with the City with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$1,000,000 each occurrence. Coverage shall include 'any auto'.
4. **Additional Insured Verbiage** – Applies to Commercial General Liability and Automobile Liability Insurance shall include a separate endorsement (Form CG 20 10 10 or similar) naming the **City** and its board members, officials, officers, agents, and employees as additional insured's.

Recommended language that your insurance company may use to describe endorsement:

The City and its board members, officials, officers, agents, and employees are named as additional insureds under the General and Automobile Liability policies solely for liability arising out of Agreements with **the City** and any operations related thereto.

5. **Primary and Non-Contributory** – All insurance carried by vendor/contractor shall be primary and non-contributory with any insurance carried by the City. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.
6. **Waiver of subrogation with respects to Workers' Compensation naming the City.** Contractor hereby grants to **the City** a waiver of any right to subrogation which any insurer of said Contractor may acquire against the **City** by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the **City** has received a waiver of subrogation endorsement from the insurer.

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Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include name and address of insurance company, policy number, liability coverage amounts and a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. **Certification to be submitted to: Materials Management, 5850 W. Glendale Avenue, Suite 317, Glendale, Arizona 85301.**

- 2.11 WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.

- 2.12 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the bids received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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

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2.14 NON-EXCLUSIVE CONTRACT This contract has been awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authority may be approved by either the Department (within the Department’s authority) or by Materials Management. Approvals shall be at the exclusive discretion of the City and shall be final.

2.15 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICE The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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

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

2.17 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Contractors, directly or indirectly through others, are restricted from attempting to influence in any

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manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

- 2.18** **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

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3.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

Not applicable for this solicitation.

ORIGINAL

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4.0 **BIDDER SHEET** The bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

<u>sepl jaso</u> Authorized Signature	<u>Finance Director</u> Title
<u>City of Globe</u> Company's Legal Name	<u>jjarvis@globeaz.gov</u> Company Email Address
<u>150 N. Pine St.</u> Address	<u>Globe, AZ 85501</u> City, State & Zip code
<u>928-425-7146</u> Telephone Number	<u>928-425-4820</u> Fax Number
<u>jjarvis@globeaz.gov</u> Authorized Signer's Email Address	

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

<u>Joseph Jarvis</u> Contact Name	_____ Phone Number	_____ Fax Number
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Contact Email Address _____

FEDERAL TAXPAYER ID NUMBER _____

Arizona Sales Tax No. _____ Tax Rate 8.6

Bidder certifies it is a: Proprietorship Partnership Corporation city

Minority or woman-owned business: Yes No

ORIGINAL

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5.0 PRICING PAGE

Sale is as-is, where-is, with all faults and no warranties implied or expressed. Under no circumstances will a refund or adjustment be made because any surplus equipment offered do(es) not come up to the standard expected, nor will failure to inspect be considered grounds for a claim. The City shall not be liable for any incorrect description, fault or defect. Although all information is deemed to be from reliable sources, prospective buyers are urged to inspect all items prior to bidding.

5.1 PRICE SHEET

ITEM NO.	QUANTITY	DESCRIPTION	LUMP SUM BID
5.1	5	Rotating Brush Type Steel Aeration Unit	SEE TOTAL
5.2	5	Motors and Gear Mechanisms attached to equipment as identified in item 5.1.	SEE TOTAL
		Associated Brackets and other fastening devices directly connected to items 5.2.	SEE TOTAL
	TOTAL	LUMP SUM BID IN DOLLARS	\$ <u>1,000.00</u> / <u>100</u>

5.2 TAX AMOUNT Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax % 8.6

5.3 DELIVERY Bidder states that all items will be removed from city property within 30 calendar days after receipt of award.

COMPANY NAME: City of Globe



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6.0

SUB-CONTRACTOR LIST

If any Bidder intends to sub-contract any portion of this contract, the Bidder must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____



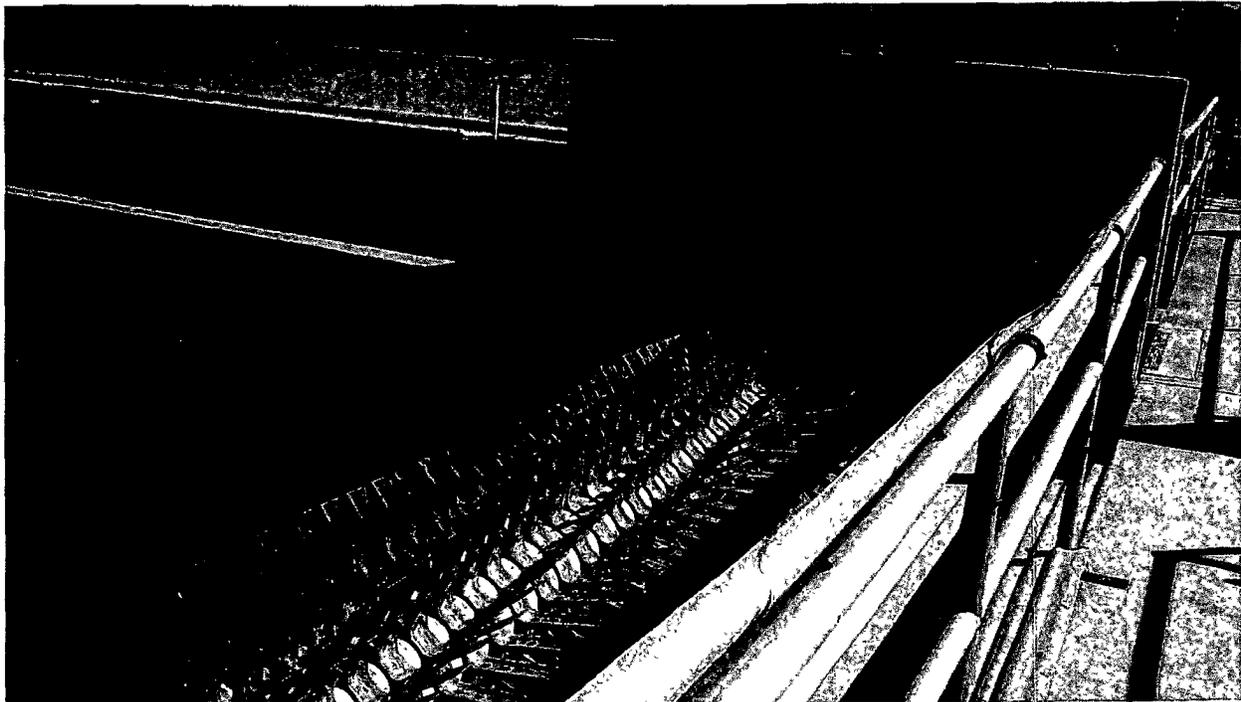
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7.0

EXHIBIT A





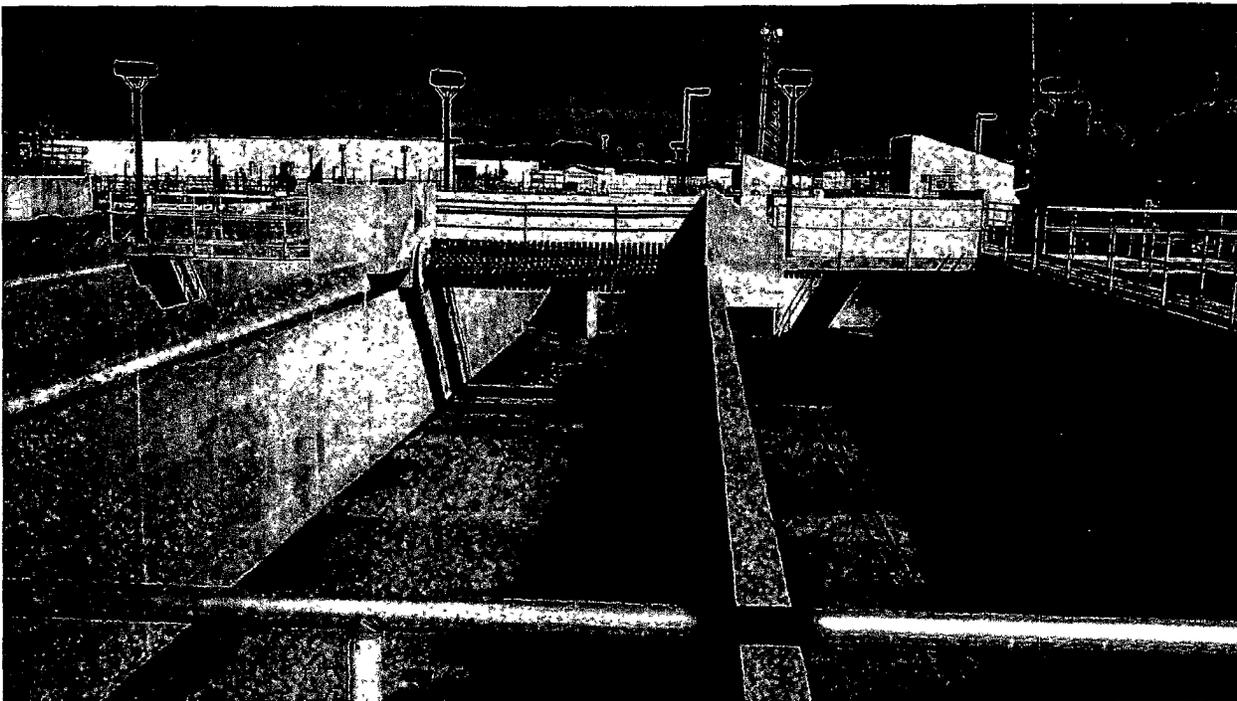
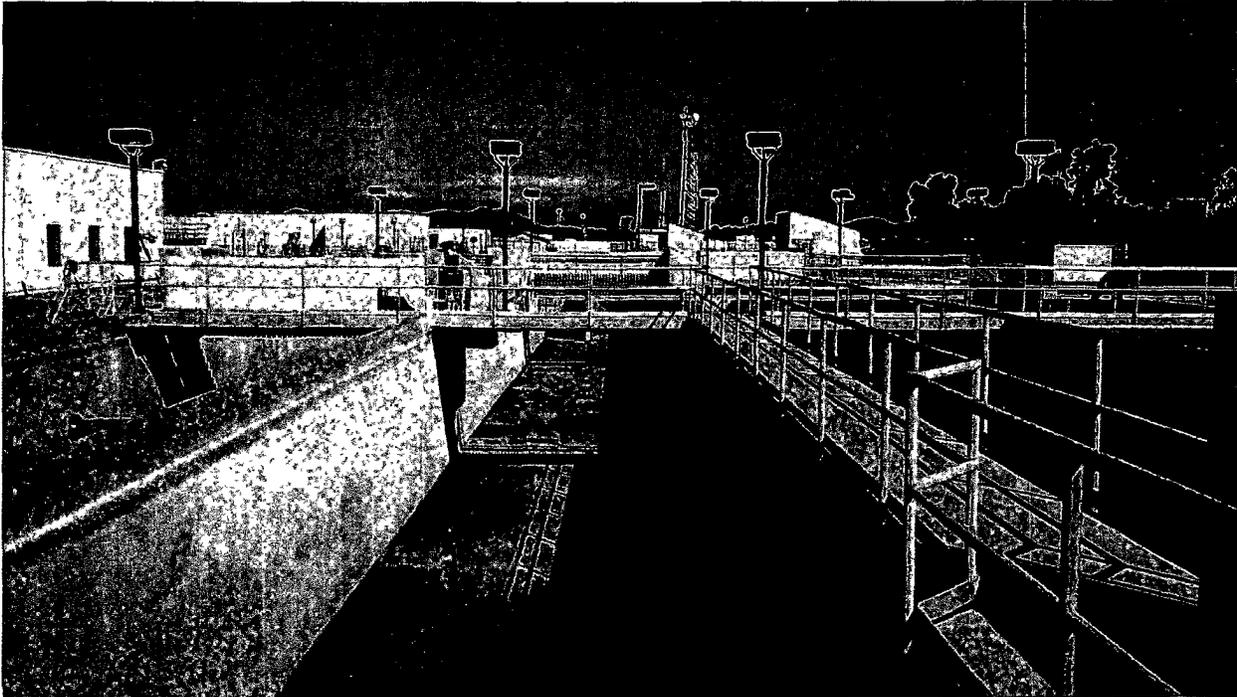
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7.0

EXHIBIT A





FINANCE DEPARTMENT

IFB NAME: Sale of Equipment Aeration and Pump Equipment

IFB NO.: 14-38

DUE DATE: May 27, 2014

CONTRACT ANALYST: Victoria Jackson

BID TABULATION

	City of Globe	Arizona Recycling and Processing					
	1	2	3	4	5	6	7
Lump Sum Bid Price	\$1,000.00	\$100.00					
Original Bid							

RECORDED BY: Victoria Jackson

DATE: 5/27/2014

WITNESSED BY: Elmer Garcia



Notice of Intent to Award

May 29, 2014

**INVITATION FOR BIDS, Bid Number: 14-38, Sale of Equipment,
Aeration and Pump Equipment**

Thank you for participating and submitting an offer on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed the evaluation process of the offers received. The recommended award for this solicitation is to **City of Globe**, whose bid was determined to be the most advantageous to the City.

If you have any questions, or would like further information about the award, please contact me by June 5, 2014.

Victoria Jackson, CPPB
Contract Analyst
623-930-2867
vjackson@glendaleaz.com