



City of Lompoc

INVITATION TO BID NO. 2643

Refuse Containers

Dated: 12/19/2011

The City of Lompoc is currently soliciting bids for: **Refuse Containers**. Bids must be received by **2:00 pm, January 11, 2012 BIDS MUST BE DELIVERED TO:** City of Lompoc, Purchasing Division, 1300 West Laurel Ave., Lompoc, Ca 93436

In order to be sure that you are listed as an "Registered Bidder" and advised of any changes please complete and fax to this office the "Registered Bidder Information Sheet" today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or the Purchasing staff contact listed below. Interested bidders or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their proposal.

Late bids will be returned to the bidder/proposer unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals. Bid/proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

BIDS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

Ray Ambler
Purchasing & Materials Manager



"Registered Bidder Information Sheet"

To stay informed of any changes or modifications to this bid you must:

- 1. Complete this form (print or type your information).**
- 2. Fax the completed sheet to (805) 735-7628.**

(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS
PRINT)

AUTHORIZED REPRESENTATIVE (PLEASE

CITY, STATE AND ZIP

TITLE

PHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

WEB PAGE

DATE

1.0 GENERAL REQUIREMENTS

1.1 Introduction

This specification and solicitation is intended to select a vendor to furnish and deliver 95-gallon and 65-gallon refuse/recycling roll-out carts for use in a fully-automated collection system.

1.2 Contract Term

The term of the agreement is intended to be five (5) years, with an option to renew for two (2) additional years.

1.3 Annual Quantity Estimates

These quantities are the City's best estimates and will be used as the basis for an award. Actual usage shall not affect the bid prices as accepted by the City. It is neither implied, nor guaranteed, that the quantities listed below will be used in the contract years. The right is reserved to order decreased or increased amounts from those listed, as may be required.

Container Description	Estimated Quantity
95-Gallon Trash Carts (gray body/gray lid)	480
95-Gallon Recycle Carts (gray body/blue lid)	300
95-Gallon Green Waste Carts (gray body/green lid)	385
65-Gallon Trash Carts (gray body/gray lid)	225
Replacement Lids for 95-Gal. Carts	100
Replacement Lids for 65-Gal. Carts	100
Replacement 10" Snap-On Wheels for 95/65-Gal. Carts	130
Replacement 12" Snap-On Wheels for 95/65-Gal. Carts	100

Note: Estimates based on average annual quantities shipped in FY 09/10 and FY 10/11.

1.4 Delivery

Deliveries shall be on an "as required" basis as called for by the Solid Waste Division, and at no time will be subject to delivery of the entire contract amount. Bidders shall indicate on bid forms any minimum dollar amount or minimum order quantity.

1.5 Firm Fixed Price

Prices are to remain firm for the first year of the agreement and will be subject to change a maximum of one time during each subsequent year as noted on bid form. Prices shall be offered F.O.B. Destination to include all freight and delivery charges. No fuel adjustments shall be

allowed.

1.6 Samples

A sample container for each size may be required for bid evaluation to determine the compatibility with automated refuse collection equipment. Samples, when required, will be free of expense to the City and if not destroyed by test, will upon request, be returned to the offeror. Bidders shall provide samples within ten (10) working days of request by the City, and shall be responsible for delivery and pick-up of same.

1.7 Compliance/Deviation

It is understood that the product offered must be in conformance to all requirements of the specifications. The item(s) offered must be equivalent as to function, basic design, type and quality of material, and method of construction to that of the specifications. The City will be the sole judge as to whether an item is considered equal to that specified. If, at any time, the containers delivered are not in conformance to specifications, the City reserves the right to cancel said contract and enter into a new contract with someone else.

1.8 City Standard Color Scheme

The City of Lompoc Solid Waste Division has established a City standard color scheme under which all container bodies are gray, and the lids are color-coded to represent the contents. Gray lids will be used to identify trash, blue lids for recyclable materials, and green lids for green waste.

2.0 SPECIFICATIONS FOR ROLL-OUT CARTS (95-GALLON AND 65-GALLON)

Specifications below apply to both 95-gallon and 65-gallon roll-out carts unless otherwise stated.

2.1 General Description

Roll-out carts shall be designed to contain solid waste material accumulated by a household or commercial entity. The container shall be equipped with a lid, wheels and a handle. The container body shall be tapered in order to maximize nestability and quantities being shipped.

Comply **Deviate** _____

2.2 Lift System Compatibility and Drop Resistance

95-Gallon Carts

The container must be designed for use in a fully-automated application and capable of being engaged by a fully-automated, belted grasping arm. The gripping surface shall be non-slip and have a minimum diameter of 27 inches. The container shall be able to withstand squeezing and dropping throughout its expected lifetime without losing its functionality or structural integrity.

65-Gallon Carts

Containers shall be subject to the same requirements as above, except the 65-gallon carts shall have a minimum gripping diameter of approximately 25 inches.

Comply **Deviate** _____

2.3 Material/Resin Properties

Containers shall be manufactured from high-density polyethylene (HDPE) resin that is specifically formulated for use in refuse and recycling cart applications. The material shall provide excellent impact strength, stress crack resistance, and process ability in fully-automated collection operations.

The bidder shall provide technical data sheets from the resin supplier indicating resin and molded ASTM test values. The City reserves the right to perform inspections and tests to verify compliance to the specifications.

Comply **Deviate** _____

2.4 Post Consumer Recycled Content

The container, lid, and wheels shall be manufactured using the highest amount possible of post consumer recycled (PCR) content materials without losing the required physical characteristics as stated in Section 2.3 above. Post consumer plastic is defined as finished plastic products that have been used by consumers and have been collected from the waste stream as part of a municipal recycling program. Post-industrial recycled plastics are not acceptable.

The bidder must supply certification of origin of the PCR plastic materials and evidence of quality control throughout the reclaiming process. The bidder must indicate the PCR content level that will be used in the product offered under this solicitation. Failure to comply with this requirement will disqualify the vendor and vendor products. The City is supporting all recycling efforts and desires to use recycled products when available.

Comply **Deviate** _____

2.5 Coloration and Ultraviolet Stabilization

The container shall be colored upon request from the City with the following requirements:

- Color shall be obtained by the introduction of color pigments dispersed into the resin in order to obtain uniform distribution in the finished container.
- Color pigment shall be hot melt blended to a uniform mix prior to the molding.

Containers shall be UV stabilized to prevent material breakdown and color fading. The UV stabilizer shall be hot melt blended into the plastic resin. Vendor shall describe the type and proportion (by total resin weight of container) of the UV stabilizer additive.

Only prime virgin material shall be used for coloration and ultraviolet stabilizers. Bidders must supply documentation of quality and suppliers of resin additives.

Comply **Deviate** _____

2.6 Manufacturing Process

The containers shall be manufactured utilizing injection molding.

Comply **Deviate** _____

2.7 Volumetric Capacity

95-Gallon Carts

Containers shall have a minimum volumetric capacity of 95-gallons (body of container only).

65-Gallon Carts

Containers shall have a minimum volumetric capacity of 65-gallons (body of container only).

Comply **Deviate** _____

2.8 Dimensions

95-Gallon Carts

The exterior dimensions of the completely assembled container shall approximate the following:

Height (includes lid)	45.13"	+/-2%
Length/Depth	33.73"	+/-2%
Width	28.70"	+/-2%

65-Gallon Carts

The exterior dimensions of the completely assembled container shall approximate the following:

Height (includes lid)	40.5"	+/-2%
Length/Depth	28.11"	+/-2%
Width	26.7"	+/-2%

Comply **Deviate** _____

2.9 Weight

95-Gallon Carts

The weight of the completely assembled container shall be no less than 41 pounds.

65-Gallon Carts

The weight of the completely assembled container shall be no less than 36 pounds.

Comply **Deviate** _____

2.10 Interior Construction

The interior surface shall be smooth and free from crevices, recesses, projections and other obstructions where refuse could become entrapped or entangled. The interior construction and shape shall assure the free flow of solid waste contents from the container when dumped.

Comply **Deviate** _____

2.11 Exterior Construction

The exterior surface shall be smooth, free of sharp corners, edges or structures that could be hazardous or harmful.

Comply **Deviate** _____

2.12 Lid/Hinge

The lid shall have two integrally molded hinge points that will fasten to the body with pop-in hinge

pins made from HDPE. The lid shall be hinged to the handle so as to rotate freely to a full opening of 270 degrees, to a position whereby it rests against the back side of the container body.

The lid shall be designed in such a manner to ensure that the container will be 100% watertight and shall continuously overlap the container body. Its design shall also prevent intrusion from wind, rain, rodents and birds. In addition, the lid shall be crowned in order to prevent water from pooling on top of the lid.

Carts shall be shipped with the lids already attached.

Comply **Deviate** _____

2.13 Handle

95-Gallon

Handle attachments shall be an integrally molded part of the container body, and provide a total gripping width of at least 16 inches.

65-Gallon

Handle attachments shall be an integrally molded part of the container body, and provide a total gripping width of at least 12 inches.

Comply **Deviate** _____

2.14 Wheels and Axle

The container shall be equipped with an axle and two wheels. Wheels shall be "snap-on", 10" diameter x 1.75" wide, and have 1.4" integrated spacers. The wheels shall be blow molded and fully functional for supporting the specified container weight.

The axle shall be solid steel, with a minimum diameter of $\frac{3}{4}$ inches and length of 23.8 inches. Wheel retainers shall provide for the secure attachment of the wheels and shall not be easily removed with ordinary tools. All steel parts must be treated against corrosion.

Comply **Deviate** _____

2.15 Tipping Fulcrum

The container must be provided with adequate foot fulcrum or a tipping leverage point directly on the axle. The container must be capable of being easily transported on a level, sloped or stepped surface in two directions.

Comply **Deviate** _____

2.16 National Standards/ANSI Compliance

Waste containers shall meet all minimum safety and compatibility standards (e.g., Z245.30 and Z245.60) of the American National Standards Institute (ANSI). The bidder shall provide the certified test results with the bid. Certification must be provided by a party qualified and officially

recognized by ANSI to perform such analysis.

Comply **Deviate** _____

2.17 Cart Load Rating

The container shall be capable of accommodating an ANSI load rating of 3.5 pounds per gallon (i.e., 332.5 pounds for 95-gallon carts, and 227.5 pounds for 65-gallon carts) without compromising the functionality or structural integrity.

Comply **Deviate** _____

2.18 Stability and Maneuverability

The container shall be stable and self-balancing in its upright position when either empty or filled to the ANSI load rating of 3.5 pounds per gallon. It shall remain upright when the lid is opened and rotated to the fully-opened position. The container shall be capable of being easily moved and maneuvered, with an evenly distributed load equal to its load rating on a level, sloped or stepped surface in two directions.

95-Gallon Carts

The container (while empty) must have a wind stability rating of no less than 35 M.P.H. in all orientations (front, side and back) to the wind without falling over. Results of wind tunnel tests, performed by an independent laboratory, shall be submitted with the bid.

65-Gallon Carts

The container (while empty) must have a wind stability rating of no less than 30 M.P.H. in all orientations (front, side and back) to the wind without falling over. Results of wind tunnel tests, performed by an independent laboratory, shall be submitted with the bid.

Comply **Deviate** _____

2.19 Temperature Extremes

Containers shall be able to perform properly under extreme temperatures. Carts shall be capable of being serviced by automated lifting units without causing damage to the cart when subject to temperatures below 20° (F), and above 110°(F).

Comply **Deviate** _____

2.20 Abrasion Resistance

The container shall be reinforced at critical wear points, particularly along cart bottom, to withstand dragging along hard surfaces as well as the normal abrasion from the dumping operation. Bid shall describe all abrasion resistance features on carts.

Comply **Deviate** _____

2.21 Container Reparability

The exposed parts shall be easily reparable. The wheels and lids must be easily replaced.

Comply **Deviate** _____

2.22 Moldings/Markings

The following information shall be hot stamped onto the container:

- Date (month/year) it was manufactured
- Manufacturer’s material identification code
- Name of bidder’s company and logo/trademark on body of container (must not be enhanced with a color different from container)
- Instructions and warnings on the lid

The following information shall be marked in “white” lettering on each container:

- “CITY OF LOMPOC” along both sides of the container body
- “TRASH ONLY,” “RECYCLABLES ONLY,” or “GREEN WASTE ONLY” on each corresponding lid. (Gray lids are used to identify trash, blue lids for recyclables, and green lids for green waste.)
- Each container shall be marked with sequential numbering along its front edge. Trash, Recycling and Green Waste containers may each have a different numbering system.

No exterior stickers may be placed on the container by the bidder except those approved by the City.

Comply **Deviate** _____

2.23 Multi-Color In-Mold Labeling (Optional)

For lids used on recycling and green waste carts, the City may opt to include a multi-color in-mold label to assist residents in properly identifying recyclables.

Comply **Deviate** _____

2.24 Container Recyclability

Bidders must guarantee the recyclability of all containers.

Comply **Deviate** _____

2.25 Warranty

The container shall be warranted against material and workmanship defects for no less than 10 years, during which time it will be generally maintenance-free under normal usage conditions. All bidders shall include a copy of their warranty with their bid.

Comply **Deviate** _____

2.26 References

All bidders shall demonstrate their experience in manufacturing containers by furnishing a list of ten (10) U.S. municipalities wherein containers have been furnished in the past. The name and telephone number of a contact person at each of the references shall be provided.

Comply **Deviate** _____

2.27 Buy-Back Program (Optional)

Does your firm offer a container buy-back plan to return containers at the end of their useful life back to the manufacturer for recycling. If your firm does offer a buy-back program, please provide details of the program in the proposal.

YES **NO** _____

The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with this solicitation I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below.

F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.

The City is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in the form of a Sales Tax (on the transfer of tangible personal property) or a Use Tax (on the storage, use or other consumption in California of sa0

The City has a local vendor preference. Under the Lompoc City code, in determining a lowest price, the ultimate receipt of local sales tax (1%) by the City shall be considered. However, all vendors who work within city limits of the City of Lompoc are required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk's department at (805) 875-8242.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local vendor preference? _____ (yes/no)

City of Lompoc Business Tax License Number: _____

Business Name, within the City of Lompoc: _____

Business Address within the City of Lompoc: _____

Qty	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1,165	95-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
225	65-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
100	Replacement Lids for 95-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
100	Replacement Lids for 65-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
130	Replacement 10" Wheels for 95/65-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
100	Replacement 12" Wheels for 95-Gallon Carts Manufacturer _____ P/N _____ Warranty _____ Weight _____ Delivery in days after order _____		
Subtotal			
Sales Tax @ 7.75%			
Total of all Charges			

BID PRICING FORM (continued)

(PRICE CAP) Can you offer a cap on delivered Price Escalation? Price increases not to exceed this % over the prior year. This price cap will be considered in the evaluation of the multi-year cost. Year 2 _____% Year 3 _____% Year 4 _____% Year 5 _____%

Warranty Period: _____

If you have a minimum order that you will process? State it.

\$ _____

Delivery time after receipt of order: _____ days

Do you wish your bid to be considered on an "all or none" basis: _____ (yes/no)

Non-California Bidders:

Are you registered with California to collect State Sales Tax? _____ (yes/no)

California Sellers Permit Registration No. _____ (if applicable)

Do you agree to extend this agreement to other government agencies? _____ (yes/no)

The following discounts will be considered in award of bid:

Discount for award of all items to your firm _____ (%)

Discount for payment of invoice within 20 days of receipt of invoice _____ (%)

Are you able to provide, on request, a sample container and color samples to determine compatibility with current City Standards? _____ (yes/no)

BID SIGNATURE FORM (continued)

We hereby certify that:

- This bid was not made in the interest of, or on behalf of, any undisclosed person, partnership, association or corporation.
- This bid is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid.
- We have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other bidder or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this bid price, or that of anyone else.

ORIGINAL SIGNATURES (COPIES WILL NOT BE ACCEPTED.)

Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets which make up this invitation.

(Please type or print)

Company Name

Signature of Authorized Representative

Address

Name and Title (Please Print)

City, State, and Zip Code

E-mail Address

Phone Number

Web Page

Fax Number

Date

GENERAL TERMS AND CONDITIONS

ISSUANCE OF BID: This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all bids or waive any irregularities or informalities therein.

BID SUBMISSION: Bids must be submitted on bid forms provided herein, completed and signed, in a sealed envelope showing on the outside of the envelope the name of bidder, bid title, and date and time of opening. Prices shall be printed in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections printed adjacent and initialed in ink by person signing the bid. Bidders must complete and return the Compliance/Deviation column of the specification page(s) in order to be considered. All bidders must submit one (1) original and one (1) copy of their bid for consideration by the Purchasing Office and the ordering department.

MORE THAN ONE BID: More than one bid is allowed. Each bid must be in a separate sealed envelope with proper identification showing on outside of envelope.

BID VALIDITY/WITHDRAWAL: Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Bids submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.

MATERIAL SAFETY DATA SHEETS: When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.

LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS: The lowest

apparent bidder may be required to submit the following:

- a) Proof of authorized distributorship
- b) A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
- c) City Business Tax number
- d) PUC permit
- e) Insurance requirements
- f) Proof of driver training on hazardous substances
- g) References

QUANTITY ADJUSTMENT: When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.

COMPLIANCE WITH LAWS: All bids shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.

CONTRACT LIMITATIONS: Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.

BRAND NAMES: Brand names are used to establish a level of quality only. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. Bids that deviate from the specifications must be clearly defined. The City will have the sole right to determine whether an alternate is acceptable.

WARRANTIES: Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

F.O.B. POINT AND SHIPPING CHARGES: All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately unless otherwise noted on bid form.

CANCELLATION: Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.

LAWS GOVERNING CONTRACT: The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation.

In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.

TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE: The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page.

ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.

MINORITY BUSINESS ENTERPRISES: It is the policy of the City that minority business enterprises shall have the maximum

opportunity to participate in the City's bidding requirements.

EQUAL EMPLOYMENT OPPORTUNITY: It is the policy of the City to promote the full realization of equal employment opportunity.

COOPERATIVE PURCHASING: The successful bidder may agree to extend all terms and conditions to other tax-supporting agencies upon their request. These agencies will issue their own purchase order and be billed directly by supplier. Bidders agreement or disagreement must be stated on bid form and will not effect bid evaluation.

BID PROTEST: Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Chapter 26, Section 2642, Section 26 by calling the Purchasing Office at 805-875-8000 or on the City's web site at:
<http://www.ci.lompoc.ca.us/ManagementServices/purchasing/Protest.pdf>

or at <http://bit.ly/tsyOhe>

AWARD: Contracts shall be awarded to the bidder whose offer is determined to be the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of the City and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance.

When there is more than one (1) item, the City reserves the right to award separately or as a whole. Bidders must state "all or none" on bid form. If optional items or trade-ins are requested, the City may accept or decline such items.

SELL OR ASSIGN: Contractor shall not have the right to sell, assign or transfer any

obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

REASONS FOR AUTOMATIC DISQUALIFICATION OF BIDS

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:

- Failure to sign bid document (in ink).
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to submit bid in ink (pencil is unacceptable).
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.
- Failure to initial price alterations (in ink) for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.

- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their bids. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their bids considered for award.

NOTE that telephone, telefacsimile, or telegraph bids will not be accepted for publicly advertised bid requirements which specify sealed bid submissions.

ENTIRE AGREEMENT Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- A. Purchase Order
- B. City's Invitation to Bid
- C. Attachments
- D. Contractor's Bid