CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID

BID NUMBER: **2016-20000024**

BID TITLE: **Slurry Seal Services**

BID DUE DATE AND TIME:

Tuesday, September 15, 2015 @ 2:00 pm Arizona Time

SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

City of Yuma
Purchasing Division
One City Plaza
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

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CITY OF YUMA PURCHASING DIVISION

VENDOR CHECKLIST
IMPORTANT

- □ The appropriate principal of the firm has signed the bid.
- □ The bid prices offered have been reviewed and include shipping cost.
- □ The price extensions and totals have been checked. Unit prices will prevail.
- □ Any required samples or descriptive literature have been included.
- □ All individual samples or descriptive literature have been identified with Vendor’s name and City’s bid number.
- □ If required, the bid surety has been included.
- □ Bid Package and/or Envelope have been identified with Vendor’s name, bid number and bid title.
- □ Documents, forms, and any information identified as part of the bid submittal have been included.
- □ All pages marked “Return This Page” have been properly filled in and returned.
- □ Signed and returned the Arizona Revised Statutes Compliance Form (last page of Bid Form).

INSTRUCTIONS TO VENDORS

IT IS THE RESPONSIBILITY OF ALL VENDORS TO EXAMINE THE ENTIRE BID AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A BID.

1. COMMUNICATIONS WITH THE CITY:

All Vendor communication (phone, fax, email, mail, courier, overnight deliver, or other service) concerning this Bid must be directed to the Purchasing Division. The Point of Contact is

City of Yuma Purchasing Division
Attn: Mary E. Roman, Buyer
(928) 373-5114 - Telephone
(928) 373-5115 – Fax
Mary.Roman@YumaAz.gov

Unless authorized by the individual above, no other City official or City employee is empowered to speak for the City with respect to the Bid. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the person identified above, is advised that such material is used at the Vendors own risk. The City will not be bound by any such information, clarification, or interpretation.

At no time prior to award of bid will Vendor have any communication with any City employee, except the person identified above. Contact by a Vendor regarding this Bid with a City employee other than a Purchasing Division representative may be considered grounds for rejection of the bid submitted.

As questions submitted require adequate time for response preparation, Vendors are asked to forward all questions to the person listed above, at least 72 hours prior to the date and time set forth for the opening of bids. The City will not guarantee questions received within 72 hours or less of bid opening can or will be addressed.

2. PRE-BID CONFERENCE:

If a pre-bid conference is scheduled, the date and time of this conference will be indicated in this document. Vendor attendance is highly recommended, though not mandatory. The purpose of this conference will be to clarify the contents of this bid in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this bid or any apparent omission or discrepancy may be presented in writing or in person to the City at this conference. Oral statements or instructions will not constitute an amendment to this bid. The City will determine the appropriate action necessary, if any, and issue a written addendum to the bid.

3. PREPARATION OF BID:

A. All bids must be submitted on the forms provided in this bid and must not be altered in any manner. It is permissible to copy these forms as required.
B. All items must be new and unused, unless otherwise stated in the specifications.
C. The Price Page of the bid must be submitted with an original signature of an officer of the firm authorized to contract for the work, and if necessary must initial erasures, interlineations or other modifications in the bid.
D. No bid will be altered, amended or withdrawn after the specified time and date for opening bids.
E. Envelopes with insufficient postage will not be accepted by the City of Yuma.

4. ADDENDA:

Receipt and acceptance of a Bid addendum is to be acknowledged by signing and returning the document with the bid response.

INSTRUCTIONS TO VENDORS

5. BID SUMMARY:
Vendor will provide all bid information and must answer all conformance questions as requested.

6. TAXES:
Unless specifically required in this bid, do not include any sales tax, use tax, or Federal Excise Tax in your bid pricing. Unit price will not include any tax. Taxes may be added to invoices and must be current Arizona State Tax and your local tax as applicable.

7. FEDERAL EXCISE TAX:
The City of Yuma is exempt from Federal Excise Tax for petroleum products including Federal Transportation Tax.

8. INVOICING:
In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email to payables@YumaAz.gov as indicated on the Purchase Order. Invoices must show:

1) City Purchase Order Number & Contract (Bid) Number
2) Complete descriptions of the goods or services furnished
3) Quantity
4) Unit prices and extensions
5) All applicable taxes
6) Name of department/division to which shipment was made
7) In addition, the invoice should include the vendor's invoice number and contact information.

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.)

9. WITHDRAWAL OF BID:
A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes must be submitted in writing and must also be supported by a written determination made by the Purchasing Agent.

10. PROTESTS:
Any actual or prospective Vendor who is aggrieved in connection with this bid or award may protest to the City Council. The protest must be submitted in writing to the City Administrator within ten days after such aggrieved person knows or should have known of the facts giving rise, and the City Administrator will place same on the next Council agenda if not resolved prior to that time.

11. POLICY ON NON-DISCRIMINATION ON THE BASIS OF DISABILITY:

A. In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services.
B. For information regarding rights and provisions of the ADA or section 504, or to request reasonable accommodations for participation in City programs, activities, or services, contact:

   City of Yuma Human Resources Division
   One City Plaza
   Yuma, Arizona 85364-1436
   (928) 373-5127 or (928) 373-5149 (TTY)

SPECIAL TERMS AND CONDITIONS

ANALYSIS AND TEST: When deemed necessary, samples of materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Vendor holding the contract.

ANNUAL CONTRACTS: Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

AWARD OF BID: A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

BRAND NAMES: Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

CLEAN UP: The Vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the City. Upon completion of the repair, the Vendor must leave the work and premises in a clean, neat and workmanlike condition.

CONTRACT EXTENSION: In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

COOPERATIVE USE OF CONTRACT: The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

EMERGENCY DELIVERIES: The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

EXPANSION CLAUSE: This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

INSURANCE: **Before the commencement of any services, the Vendor shall name the CITY, and its employees as Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY.

Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**
All certificates are to be sent to: City of Yuma, Purchasing Division
One City Plaza
Yuma, AZ 85364-1436 or ***purchasingweb@yumaaz.gov***

A. Commercial General Liability

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$500,000
• Personal and Advertising Injury	$500,000
• Blanket Contractual Liability – Written and Oral	$500,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional language: "The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by the Vendor".

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

SPECIAL TERMS AND CONDITIONS

B. Business Automobile Liability

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) $500,000

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: "The City of Yuma its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf the Vendor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Vendor".

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Vendor.

C. Worker's Compensation and Employers' Liability

• Workers' Compensation:	Statutory
• Employers Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

The Vendor shall require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

D. The polices of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

INDEMNIFICATION: To the fullest extent permitted by law, Vendor must indemnify, defend, and hold harmless the CITY, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Vendor's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Agreement. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the Vendor's sub-Vendors employed directly or indirectly by the Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided all permits are issued, prior to the commencement of the work. The Vendor, at double the standard fee rate will pay for permits requested and issued after commencement of the work. The City will assume no responsibility for charges associated with these late rates.

PRICE ADJUSTMENT: The City's Purchasing and Contracts Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing and Contracts Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.

PRICE REDUCTION:

If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded vendor(s) to reduce the price to the current Fair Market Value.

The current awarded vendor may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.

STANDARD TERMS AND CONDITIONS

It is the City of Yuma's intent for these specifications to set the minimum standards to be used for the bidding of these products/services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

In compliance with bid specifications, Vendor offers and agrees to furnish any and all of the items or services enumerated at the unit price offered set opposite each item, delivered at the designated point(s) within the time specified. The Vendor also acknowledges that the Terms and Conditions of the Bid were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in the City Charter or applicable City Ordinances, State and Federal Statutes.

All Vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of City of Yuma. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Vendor's firm or any of its branches. Should the awarded Vendor permanently or temporarily hire any City of Yuma employee who is, or has been, directly involved with the Vendor prior to or during performance of the resulting contract, the contract will be subject to immediate termination by the City.

<u>ADDENDA:</u> Addenda issued during the time of bidding must be attached to and made a part of the contract documents.

<u>AFFIRMATIVE ACTION:</u> The Vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the City of Yuma are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and trainers selection.

<u>ALTERNATE BID:</u> Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable to evaluate, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

<u>AMERICAN MADE:</u> Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

<u>APPLICABLE LAWS:</u> In the performance of this contract, Vendors must abide by and conform to any and all laws of the United States, State of Arizona and City of Yuma including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.
This contract will be governed by the City, and the Vendor will have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. The laws of the State of Arizona will govern this contract and any suit pertaining to this contract may be brought only in courts in the State of Arizona. Lack of knowledge by the Vendor and any subcontractor will in no way be a cause for relief from responsibility.

<u>ASSIGNMENT</u>: This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both parties.

<u>AUTHORITY</u>: This bid as well as any resultant contract is issued under the authority of the City of Yuma Purchasing and Contracts Manager. No alteration of any resultant contract may be made without the express written approval of the Purchasing and Contracts Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Charter and Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

<u>AWARD OF BID</u>: Awards will be made with reasonable promptness to the lowest responsible, responsive Vendor(s) whose offer(s) best conform to the bid and is in the best interest of the City. Other factors to be considered may include, but are not limited to, quality, uniformity of product, delivery time, and the Vendor's past performance on other contracts with the City. Awards may be made to other than the lowest price offer.
The City reserves the right to award any item or group of items of the bid, unless the Vendor has qualified the bid by specific limitation. A written award of acceptance, in the form of a purchase order as per specifications or written notice of award on City of Yuma stationery, mailed or delivered to the successful Vendor constitutes a binding contract without further action by either party.
If contract award is $100,000.00 or over, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.
The City, not withstanding any other provisions of this bid (including attached documents), expressly reserves the right to:

1. Waive any insignificant defect or informality in any offer or bid procedure.
2. Reject any or all offers or
3. Re-issue the bid.

<u>BID OFFER ACCEPTANCE PERIOD</u>: In order to allow for an adequate evaluation, the City requires an offer in response to a bid to remain valid and irrevocable for 90 days after the bid opening time and date.

STANDARD TERMS AND CONDITIONS

CERTIFICATION: By signature in the offer section the Vendor certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Vendor will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
C. The Vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
D. The Vendor submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the Vendor and has the authority to bind the Vendor to the contract.

CITY PROCUREMENT DOCUMENT: The Purchasing Division is issuing this bid. Vendor is not permitted to alter any portion of the bid document, and any attempt to do so will result in Vendor's offer being considered non-responsive. Vendor must not alter any portion of a resultant contract without the written approval of the Purchasing Division and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

CLARIFICATIONS: The City reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of bid response.

CONFLICT OF WORDING: Where an item in the bid specification conflicts with the Terms and Conditions, the bid specifications will prevail and control.

CONTRACT: Upon acceptance of the Vendor's proposal the Vendor will, if requested by the City, execute and enter into a formal contract that is satisfactory to the Vendor and the City, to secure the contract required to protect the City.

CONFIDENTIAL INFORMATION: Proposals submitted to the City will be reviewed and evaluated by only those persons who have a legitimate interest. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Vendor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City.

To the extent possible, the City will provide Vendor with 48 hours written notice of any public records disclosure request relating to Vendor's documents to allow Vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the City harmless for any damages resulting from the City's failure to disclose information under the terms of this section. The City reserves the right to use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

CONTRACT ADMINISTRATION: The Purchasing Division and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

CONTRACT AMENDMENTS: Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the City. If Vendor performs any modification without written change order, the City will not be obligated to accept said modifications.

CONTRACT DEFAULT: The City, by written notice of default to the Vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

A. If the Vendor fails to make delivery of the supplies or to perform the services within the time specified: or
B. If the Vendor fails to perform any of the provisions of this contract and fails to remedy the situation within the specified period of time in the notice.

In the event the City terminates this contract in whole or part, the City may procure goods or services similar to those terminated, and the Vendor may be liable to the City for any excess costs for such similar goods or services.

CONTRACT LENGTH: The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

CONTRACT TERMINATION: Either party may terminate the contract upon 30 days written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The City may at any time cancel the contract for cause without penalty or liability on the part of the City.

The City reserves the right to cancel any resultant contract upon 30 days written notice when, in the City's judgment, the workmanship, quality, performance of the goods or services of this contact are rendered unsatisfactorily or do not conform to the contract.

CURRENT PRODUCT: All bid offers made in response to this bid will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this bid. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

DEFECTIVE PRODUCT: All defective products must be replaced and exchanged by the Vendor. The Vendor will pay for the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses. The City must receive all replacement products within the specific period of time stated in the notice.

STANDARD TERMS AND CONDITIONS

DELIVERY: Unless otherwise stated, the goods or services, specified or called for in or under this bid, must be delivered or completely performed by the successful Vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order. The Vendor agrees to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the City of Yuma Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at Vendor's risk.

DISCOUNTS: Prompt payment discounts will be considered in making the award provided the discount period is sufficient to allow the City to make payments in the regular course of business. If a discount is offered, time is computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed made on the date the check is issued.

EVALUATION: In an Invitation for Bid, award(s) will be made to the lowest responsible and responsive Vendor whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City will be the sole judge as to the acceptability of the products and/or services offered.
Evaluation criteria will include, but not be limited to:

1. Conformity with bid specifications, performance requirements, terms and conditions, Vendor instructions and any other contractual clauses and or requirements.
2. Operational compatibility with existing City resources, as applicable;
3. Availability of competent service and prompt delivery of goods or services;
4. Having legally required licenses, certifications and/or qualifications to perform the contract;
5. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Vendor's financial capability to perform the contract, and any other factors that would be advantageous to the City;
6. Record of past performance and integrity on City and/or other public agency contracts; and
7. Production capability of equipment as determined by product samples, customer references, and/or City inspection

FORCE MAJEURE: The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

FREIGHT: Prices will be Free On Board (FOB) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The City will notify the Vendor promptly of any damaged goods and will assist the Vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the Vendor. The Vendor must file all claims for visible or concealed damage.

FUNDING: Any contract entered into by the City of Yuma is subject to funding availability. The fiscal year for the City of Yuma is July 1, to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract may be terminated.

GRATUITIES: The City may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event, this contract is canceled by the City pursuant to this provision, the City will be entitled to recover or withhold from the Vendor the amount of the gratuity in addition to any rights and remedies.

INDEMNIFICATION: The Vendor must indemnify and defend the City, its agents and employees against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

INSPECTION: All goods or services are subject to final inspection and acceptance by the City. Goods or services failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to the Vendor or reworked by the Vendor. If returned, the cost of transportation, unpacking, inspecting, repacking, reshipping or any other expenses are the responsibility of the Vendor.

INTERNET ORDERING CAPABILITY: The City may utilize the Internet to place orders under this contract.

LATE BIDS: Bids received after the time for opening bids or received at any place other than the place specified will not be considered. If a bid is received late the bid will not be considered and may be returned to the Vendor.

LICENSES: Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract. The Vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of goods or services requested.

LIENS: All goods or service must be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.

LOCAL PREFERENCE: Per the City of Yuma Ordinance No. 2010-04, the City Council has directed City Staff to grant up to a five-percent (5%) monetary preference to local dealers (local dealers means any dealer, person or firm within the city limits of the City of Yuma who has a valid City of Yuma business license) provided such preference is in the best interest of the City and further providing that such preference is stated in the bid offer. Such preference will not be granted where federal or state purchasing policies preclude such preference.

STANDARD TERMS AND CONDITIONS

NON-EXCLUSIVE CONTRACT: Any contract resulting from this Bid will be awarded with the understanding and agreement that it is for the sole convenience of the City of Yuma. The City reserves the rights to obtain like goods or services from another source when necessary. Only the City of Yuma Purchasing and Contracts Manager may approve off-contract purchase authorization. Approval will be at the discretion of the City of Yuma Purchasing and Contracts Manager and will be conclusive. However, approval will be granted only after a proper review and when deemed to be appropriate. Off-contract procurement will be consistent with the City Policies and Procedures.

NOTICE: All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), may be in writing and may be sent registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the City, to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436

B. If intended for the Vendor, to: The Vendor at the Vendor's address and the attention of the person named as provided in the offer of this contract.

OBJECTIONS: Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Division 72 hours prior to bid opening.

ORDERING INSTRUCTIONS: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Vendor documents must reference the resultant contract number.

PACKING AND SHIPPING: Vendor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Commerce Commission regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

PATENTS: The successful Vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this bid.

PAYMENTS: Invoices will normally be paid within 30 days after receipt of services or invoice; whichever is later. The City reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments.

PERMITS: The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incidental to performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the work. Permits requested and issued after commencement of the work, will be paid for by the Vendor, and at double the standard fee rate, for which the City will assume no responsibility.

PERIOD OF TIME: Periods of time, stated as number of days, will be calendar days.

PREMATURE BID OPENING: No responsibility will be attached to a City employee for premature opening of a bid.

PREPARATION: The City will not reimburse the cost of developing, presenting or providing any response to this bid. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

PRICE: The prices quoted on this bid will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the City to accept the goods, material, articles or equipment covered.

PRODUCT DISCONTINUANCE: The City of Yuma may award contracts for particular products and/or styles as a result of this bid. In the event that the manufacturer discontinues a product or style, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor must request permission to substitute a new product or style and provide the following:

A. A formal announcement from the manufacturer that the product or style has been discontinued.
B. Documentation from the manufacturer that names the replacement product or style.
C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or style.
E. Documentation confirming that the price for the replacement is the same as or less than the discontinued style.

PROTECTION OF CITY PROPERTY: The Vendor will use reasonable care to avoid damaging City property. If the Vendor causes damages, the Vendor must replace or repair the damage at no expense to the city as directed by the Purchasing and Contracts Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor will be liable for the cost thereof, which may be deducted from the contract price.

STANDARD TERMS AND CONDITIONS

PROVISIONS BY LAW: Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make sure insertion or correction.

PUBLIC RECORD: All offers submitted in response to this bid will become the property of the City and will become a matter of public record available for review, in accordance with the City's Charter.

QUANTITIES: The quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

REJECTIONS: The City and/or City Council may reject any part of or all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

RIGHTS AND REMEDIES: No provisions of this bid or in the Vendor's bid response will be construed, expressly or by implication, as a waiver by the City or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the Vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

SAMPLES AND/OR DEMONSTRATIONS: Samples and/or demonstrations may be requested if item is other than specified. When required, such samples and/or demonstrations are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples and/or demonstrations should be requested unless otherwise authorized, the City must receive such samples and/or demonstrations within a specific period of time as stated in the formal request. When required, the City may request samples and/or demonstrations of any item bid prior to the award of any contract.

Bid samples must be an exact and true representative sample of the actual material offered. Each bid sample must be properly tagged or labeled with the name of the Vendor and manufacturer, the bid opening date, and the bid number. Bid samples must be provided at no additional cost to the City. Samples not used for test will be returned to the Vendor, at the Vendor's expense.

Furthermore, the City reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the contract requirements, the Vendor will immediately replace the portion of the delivered commodity with acceptable materials conforming to the contract requirements at no cost to the City.

SITE CONDITIONS: Vendor must make all investigations necessary to thoroughly inform themselves regarding site conditions for delivery of goods or services as required in this bid. Failure of the Vendor to thoroughly investigate site conditions will not be:

A. Accepted as a basis for failure to fulfill the requirements
B. A basis for variance of compensation

SUBSEQUENT EMPLOYMENT: The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when the parties to this contract receive written notice from the Purchasing & Contracts Manager, unless the notice specifies at a later date.

SUBMITTAL: It is the Vendor's sole responsibility to ensure the delivery and receipt of bid submittal to the City of Yuma, Purchasing Division, prior to bid opening time. Bids and modifications or withdrawals received after the time set for the bid opening will not be considered. Bids must be submitted on the forms furnished.

TAX: Taxes may be added to invoices and must be current Arizona State Tax and the Vendor's local tax. If the Vendor is an out-of-state Vendor, the City of Yuma will remit the Arizona Use tax directly to the State of Arizona.

TAX/DUTY CHANGES: The Vendor will be responsible for advising the City of any tax/duty change. If such a change occurs in tax or duty imposed for such goods or services before delivery, the appropriate increase or decrease will be made to compensate for such changes as of the effective date.

WARRANTIES: The awarded Vendor must fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery and complete acceptance by the City, unless indicated otherwise in bid specifications. Should any defect in materials or workmanship except ordinary wear and tear appear during the above stated warranty period, the awarded Vendor will repair or replace same at no cost to the City, immediately upon verbal or written notice from the City. A copy of the warranty must be provided at time of delivery. Failure to provide warranty at time of delivery will be considered as an incomplete delivery.

WITHDRAWAL: A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, must be submitted in writing and must be supported by a written determination made by the Purchasing Agent.

WRITTEN AUTHORIZATION: No verbal arrangement or agreement, relating to the goods, or service specified or called for under this bid will be considered binding, and every notice, advice or other communication must be in writing and signed by a duly authorized person.

ADDITIONAL REQUIREMENTS

1.1 Prices quoted must remain firm-fixed for the first **TWELVE** months.

1.2 Vendor must indicate any minimum order requirements for each item listed in this invitation for bid. Preference may be given to a vendor that DOES NOT require minimum quantities on order. As stated on page 10, quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

1.3 If any products vary from the specification, or if substitution or alternative are offered, such variations must be listed in writing on the conformance sheet and attach detailed item specification. The City reserves the right to waive minor deviations if the equipment is suitable for the intended purpose.

1.4 All material must be compatible to work together with current material.

1.5 Delivery hours are from 8:00 am – 3:00 pm Arizona Time, Monday through Friday, excluding holidays and weekends, unless other arrangements have been made between the awarded vendor and the City of Yuma.

1.6 As stated on page 5, this contract may be further expanded to include any other Slurry Seal Services normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

1.7 As stated on page 9, freight must always be F.O.B. Destination. No freight charges will be allowed for any item purchased under this agreement including special orders and emergency shipments.

1.8 Termination of Contract - The City of Yuma reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work (includes all documents and files) through that date shall become the property of the City of Yuma.

1.9 **Bid Bond** - All proposals must be accompanied by a certified check, cashier's check, or surety bond (**Attachment C**) payable to the City of Yuma - for at least ten percent of the total bid price as a guarantee that the Contractor will enter into a contract to perform the contract in accordance with the Formal Bid, within 10 days after the Notice of Award letter. A company authorized to transact surety business in the state of Arizona must issue the surety bond.

If the successful Contractor fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable proposal.

Bid guarantees will be returned to the unsuccessful Contractors immediately after the execution of a contract with the successful Contractor, and to the successful Contractor immediately after the contract is properly signed.

1.10 **Performance Bond and Payment Bond** - When the contract is signed, the successful Contractor will furnish surety bonds payable to the City of Yuma, from a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:

a. A performance bond **(Attachment D)** in an amount equal to one hundred percent of the contract value as surety for the faithful performance of the contract by the Contractor.

b. A payment bond **(Attachment E)** in an amount equal to one hundred percent of the contract value for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law

SPECIFICATIONS

The slurry seal shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers and water properly proportioned, mixed and spread on the pavement surface in accordance with the International Slurry Surfacing Association (ISSA) recommended performance guidelines for emulsified asphalt slurry seal, A105 (revised) February 2010. Substitute the Buyer's Authorized Representative (B.A.R.) with the Street Superintendent when referring to the guidelines listed above. Please note that the following items shall be in accordance with Attachment A & B.

1. Emulsified asphalt to be CQS-1h. (Attachment A)
2. Aggregate grading to be Type II, as listed in Attachment A and B.

A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. The pavement marking tabs are to be maintained by the contractor until final acceptance by the City. Prior to slurry sealing the Contractor must cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry.

B. The Contractor must provide all traffic control and traffic control devices for the project. The Contractor will use the latest version of Manual of Uniform Traffic Control Devices for all traffic control set up. All traffic control devices must be properly maintained for cleanliness, visibility, corrects positioning, and should have adequate retro reflectivity. All traffic control devices that are damaged, deteriorated, or have lost significant legibility, must be promptly replaced. Trained and knowledgeable traffic control personnel will be utilized to insure a proper set-up of material and maintenance of traffic control devices and to assist in the safe movement of vehicles through the traffic control zone. Any damage to the uncured slurry seal will be the responsibility of the Contractor.

C. The Contractor must provide a written notice to all residents, apartment managers, and businesses along the streets to be slurry sealed, 24 to 48 hours in advanced. The notices must indicate; what is to happen, when it will happen, parking availability, and access measures and indicate the CITY will pick up trash collection earlier than normal.

1. It will be the Contractor's responsibility to provide adequate sanitary facilities in the location of the project for use by the Contractor's employees.

2. The traffic must be protected by signing and barricading as described in the 2009 edition of the Manual of Uniform Traffic Control Devices and may be supplemented by the City Traffic Engineer if conditions warrant.

3. It will be the Contractor's responsibility to keep the City Police Department, Fire Department, School Transportation Department and U.S. Post Office informed of all restrictions to traffic flow due to the slurry seal operations.

4. A preconstruction conference will be required in order to review the awarded Contractor's work and traffic control plan. A tentative construction schedule will be worked out prior to and finalized at the preconstruction conference meeting. The Contractor will not start the project until the schedule is approved by City Staff. It is

at that time the Contractor will designate an employee other than the project superintendent, who is qualified and experienced in construction traffic control. This employee must be available to monitor and maintain safe barricading throughout the project. A traffic control plan must be submitted upon request from the City Traffic Engineer.

5. At reasonable intervals during the progress of the work, clean up and disposal of waste materials and debris on the project site will be required. Waste materials and debris must be disposed of at a legally established facility, or as directed by the Street Superintendent. The Contractor will be responsible for, and pay all costs for periodic and final cleanup of the site during construction.

6. It will be the Contractor's responsibility to keep all crosswalks, stop bars, directional arrows, manhole covers and rings; water valve covers rings and survey markers free from coverage by the slurry seal coating process. This work will be incidental and all-inclusive in the price per square yard.

7. The Contractor's on site superintendent will have a cellar telephone that is operational in the Yuma area. The Contractor must submit the available cellar telephone number or an alternative form of communication determined suitable by the Street Superintendent at the preconstruction conference. The form of communication will be considered incidental and be at no cost to the City.

8. Prior to the preconstruction meeting, the Contractor will be responsible for locating areas for storage of equipment and materials. The Contractor will be responsible for all spills, dust control measures, left over materials, and site clean-up of all areas selected for storage. In case of a spill, the Contractor shall follow the leak and spill containment recommendation on the specific products Material Safety Data Sheet. The City may assist the Contractor in locating storage areas when deemed necessary by the Street Superintendent.

D. Responsibilities of the City of Yuma

1. The City will be responsible for sweeping all streets prior to slurry seal application.
2. The City will provide a complete street listing identifying to and from cross streets.
3. The City will confirm daily totals of materials used and amount of square yards applied with the contractor.
4. The City will review and have final approval of the street schedule.