

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO
D/B/A ALPHA FENCING & IRONWORKS**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 31, 2015, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Jesus Jaramillo, a sole proprietor, d/b/a Alpha Fencing & Ironworks (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson ("Tucson") entered into Contract No. 141005, dated June 17, 2014, and amended by that certain Contract Amendment No. 1 on February 17, 2015 (collectively, the "Tucson Contract"), for the Contractor to provide guardrail and related products and services. A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Tucson Contract, at its discretion and with the agreement of the awarded Contractor, and the Tucson Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Tucson Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with guardrail repair and removal, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 16, 2016, unless terminated as otherwise provided in this Agreement or the Tucson Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Tucson Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to

this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Tucson Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Tucson Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$25,000.00 for the Materials and Services at the unit rates set forth in the Tucson Contract.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Tucson Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to

adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim

against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Tucson Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Tucson Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Tucson Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Tucson Contract, the Town shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the Tucson Contract) for the purposes of the portions of the Tucson Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Tucson to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

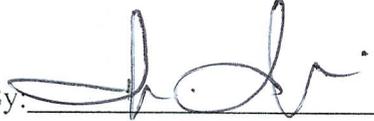
If to Contractor: Alpha Fencing & Ironworks
510 N. Alma School Rd, Unit 143
Mesa, Arizona 85201
Attn: Jesus Jaramillo

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

“Contractor”

JESUS JARAMILLO, a sole proprietor,
D/B/A ALPHA FENCING & IRONWORKS

By: 

Name: JESUS JARAMILLO

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 2nd of September, 2015, before me personally appeared Jesus Jaramillo, a sole proprietor, d/b/a Alpha Fencing & Ironworks, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document.


Notary Public

(Affix notary seal here)

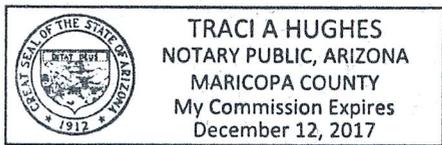


EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO,
D/B/A ALPHA FENCING & IRONWORKS

[Tucson Contract]

See following pages.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: FEBRUARY 17, 2015

CONTRACT NO.: 141005
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
CQ
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

GUARDRAIL AND RELATED PRODUCTS AND SERVICES

1. Pursuant to Contract No.141005, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of June 17, 2015 through June 16, 2016.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature Date 2/18/15

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS _____ DAY
OF _____, 2015, AT TUCSON, ARIZONA.

Jesus Jaramillo - Owner

Typed Name and Title

Alpha Fencing & Ironworks

Company Name

2438 E. 23rd St.

Address

Alphafencing@aol.com

Email Address

Tucson AZ 85713

City State Zip

As Director of Procurement and not personally



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

June 18, 2014

Jesus Jaramillo
Owner
Alpha Fencing & Ironworks
455 W. Kelso St, Unit 112
Tucson, AZ 85705

Via email: alphafencing@aol.com

RE: Contract# 141005, Alpha Fencing Iron Works

Dear Mr. Jaramillo:

Congratulations! The City of Tucson has awarded to your firm the above referenced contract. The effective date for the contract will be **June 17, 2014 through June 16, 2015.**

A copy of the contract, the Designation of Contract Representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract and a purchase order are attached.

If you have any questions, please feel free to contact me. I can be reached at (520) 837-4129.

Sincerely,

Ray Valdez
Senior Contract Officer
Ray.Valdez@tucsonaz.gov

RV/cq



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

June 18, 2014

Jesus Jaramillo
Owner
Alpha Fencing & Ironworks
455 W. Kelso St, Unit 112
Tucson, AZ 85705

Via email: alphafencing@aol.com

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Sincerely,

Ray Valdez
Senior Contract Officer
Ray.Valdez@tucsonaz.gov

RV/cq



MEMORANDUM

DATE: March 11, 2014

TO: Lance Peterson
Transportation

FROM: Ray Valdez
Department of Procurement

SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO. 141005 – Guardrail & Related Products and Services**. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, with copy to Procurement, of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City Department of Procurement for direction;
4. Review any proposed or suggested changes (i.e. amendments) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that a copy of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You are not authorized to take the following actions:

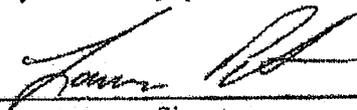
1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code may be deemed guilty of a misdemeanor and may be removed from office or terminated from employment.

Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Department of Procurement.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Lance Peterson
Printed Name


Signature

3/12/14
Date

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid.

For clarification of this offer, contact:

ALPHA FENCING & IRONWORKS
Company Name

Name: JESUS JARAMILLO

455 W. KELSO ST UNIT 112
Address

Title: OWNER

TUCSON AZ 85705
City State Zip

Phone: 210-251-8186

[Signature]
Signature of Person Authorized to Sign

Fax: _____

JESUS JARAMILLO
Printed Name

E-mail: alphafencing@aol.com

OWNER
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 141005.

CITY OF TUCSON, a municipal corporation

Approved as to form this 17th day of June, 2014.

Awarded this 16th day of June, 2014.

[Signature]
As Tucson City Attorney and not personally

[Signature]
for
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

CITY OF TUCSON

INVITATION FOR BID

INVITATION FOR BID NUMBER: 141005

BID DUE DATE: APRIL 1, 2014 AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor Lobby, Tucson, AZ 85701

MATERIAL OR SERVICE: GUARDRAIL & RELATED PRODUCTS AND SERVICES

PRE-BID CONFERENCE DATE: MARCH 20, 2014
TIME: 10:00 A.M. LOCAL AZ TIME
LOCATION: 255 W. Alameda, 6th Floor Conference Room
Tucson, AZ 85701

CONTRACT OFFICER: RAY VALDEZ
TELEPHONE NUMBER: (520) 837-4129
Ray.Valdez@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded. Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

****ALERT****

The City of Tucson has implemented additional security procedures in City Hall. All visitors will be required to enter only through the north side doors facing Alameda Street. When attending a meeting or delivering a solicitation response to City Hall, please allow ample time to go through the security screening process.

Visitors will be required to do the following:

- Pass through metal detectors / security wands;
- Purses and bags will be searched by security personnel;
- Obtain a visitor's pass.

RV/jm

ISSUE DATE: MARCH 11, 2014

THIS BID IS OFFERED BY: _____

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

Bidder: The individual, partnership, or corporation who submits a bid in response to a solicitation.

City: The City of Tucson, Arizona.

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this IFB document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of the bid as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information.

2. **PRE-BID CONFERENCE:** If scheduled, the date and time of a Pre-Bid conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If a Bidder is unable to attend the Pre-Bid Conference questions may be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Invitation for Bid due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Invitation for Bid. Oral statements or instructions will not constitute an amendment to this Invitation for Bid.
3. **INQUIRIES:** Any question related to an Invitation for Bid shall be directed to the Contract Officer whose name appears above. A bidder 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 to be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page, and paragraph number. An envelope containing questions should be identified as such otherwise it may not be opened until after the official bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation for Bid will be binding.
4. **AMENDMENT OF INVITATION FOR BID:** The bidder shall acknowledge receipt of an Invitation for Bid Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each bidder shall familiarize itself with the requirements, laws, regulations and other factors affecting contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF BID:**
 - A. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms as required. Facsimile or electronic mail bids shall not be considered.
 - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the bid.
 - C. The Offer and Acceptance page shall be signed by the person authorized to submit a bid. An authorized signature on the Notice Page, Offer and Acceptance page, Bid Amendment(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Bidder shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid.
 - E. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Tucson Procurement Code (§28-17(6)).
 - F. Periods of time, stated as a number of days, shall be in calendar days.

- G. It is the responsibility of all bidders to examine the entire Invitation for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
- J. Bidder must list any subcontractors to be utilized in the performance of the contract specified herein.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods. Unless otherwise specified on the Price Page, a two percent/twenty-one days cash discount will be assumed as allowable and will be considered in determining bid award.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax. All applicable sales tax shall be indicated as a separate item.
- 9. BID FORMAT:** In addition to the bid submitted at the invitation for Bid due date and time, the successful bidder may be required to submit an electronic copy of their bid on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc.
- 10. PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review subsequent to the Contract award.
- 11. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If a Bidder believes that any portion of a bid, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the bidder submits a formal written objection.
- 12. CERTIFICATION:** By signature on the Notice Page, Offer and Acceptance page, solicitation Amendment(s) or cover letter accompanying the bid documents, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
- C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the Bidder to the Contract.
- 13. WHERE TO SUBMIT BIDS:** In order to be considered, the Bidder must complete and submit its bid to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Invitation for Bid page. The bid shall be submitted in a sealed envelope. The words "SEALED BID" with the INVITATION FOR BID TITLE, INVITATION FOR BID NUMBER, BID DUE DATE AND TIME and BIDDER'S NAME AND ADDRESS shall be written on the envelope.
- 14. LATE BIDS:** Late bids shall be rejected.
- 15. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires a bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the bid due date and time.
- 16. WITHDRAWAL OF BID:** At any time prior to a specified solicitation due date and time, a bidder may formally withdraw the bid by written letter, facsimile or electronic mail from the Bidder or designated representative. Telephonic or oral withdrawals shall not be considered.
- 17. REQUEST FOR ADDITIONAL INFORMATION:** The City reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements.

- 18. TAX OFFSET POLICY:** If applicable, in evaluating bids and for purposes of determining the low bidder, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 19. VENDOR APPLICATION:** Prior to the award of a Contract, the successful bidder shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 20. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful bidder shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:**
- A. Unless otherwise provided within the IFB, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - B. Notwithstanding any other provision of the Invitation for Bid, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all bids, or portions thereof; or
 - (3) reissue an Invitation for Bid.
 - C. A response to the Invitation for Bid is an offer to contract with the City based upon the terms, conditions, and Specifications contained in the City's Invitation for Bid. Bids do not become Contracts unless and until they are executed by the City's Director of Procurement and City Attorney. A Contract has its inception in the award, eliminating a formal signing of a separate Contract. All of the terms and conditions of the Contract are contained in the Invitation for Bid, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. BID RESULTS:** Bid results are not provided in response to telephone, facsimile or electronic mail inquiries. A PRELIMINARY bid tabulation will be posted on the Department of Procurement's Internet site, <http://www.tucsonprocurement.com/> within 2 business days of the advertised bid opening. The information on the PRELIMINARY tabulation will be posted as it was read and prepared during the bid opening. The City makes no guarantee as to the accuracy of any information on the PRELIMINARY tabulation. A FINAL bid tabulation will be posted on the website after Contract award and will remain on the website for 60 days after the posting date.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of an Invitation for Bid shall be received at the Department of Procurement not less than five (5) working days before the Invitation for Bid due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Invitation for Bid or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

LOCAL PRICE PREFERENCE FOR GENERAL GOODS AND SERVICES

The Local Price Preference for general goods and services was adopted on June 12, 2012, by the City of Tucson's Mayor and Council. The preference shall apply to solicitations with a projected contract value between the formal solicitation threshold and one million dollars \$1,000,000.

In order to receive the applicable local price preference for general goods and services in accordance with Article III, Section 28-39 of the Tucson Procurement Code, firms are required to submit a Local Preference Eligibility Affidavit with their bid or proposal.

Local Price Preference for general goods and services will be given as follows:

Type A Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., within Pima County) and is eligible for a bid price preference of 5%.

Type B Business – The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., within Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

Type C Business – The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., within Pima County), is owned (majority share) by a local resident (i.e., within Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

In determining the lowest responsive and responsible bid or lowest fee proposal, any offer entitled to a Local Price Preference shall be evaluated by reducing the price(s) of such offer by the appropriate percentage described above. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the bidder/offeror.

Local Preference Eligibility Affidavit

Solicitation #: 141005 **Solicitation Title:** Guardrail & Related Products and Services

I, JESUS JARAMILLO, hereby certify that ALPHA FENCING & IRONWORKS
Business Owner or Officer (Please Print) Business Name (Please Print)

meets the requirements of the Tucson Procurement Code, Article III, Section 28-39, to receive preference as indicated below for the above-referenced City of Tucson Solicitation .

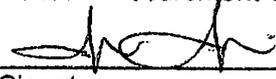
This form must be submitted at time of bid/offer submission. Please select just one:

Type A Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., Pima County) and is eligible for a bid price preference of 5%.

Type B Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

Type C Business - The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., Pima County), is owned (majority share) by a local resident (i.e., Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct, and that, if called upon to testify, I will be competent to testify thereto. The City of Tucson has the unilateral right to conduct investigations to confirm eligibility, and the City reserves any and all recourse available to it under Arizona law for failure to provide true and correct information on this Affidavit. In addition, the City may seek suspension and debarment as provided for under the Tucson Procurement Code for failure to provide true and correct information.


Signature _____ Date 4/3/14

Owner/Officer JESUS JARAMILLO
Title OWNER
Address 455 W. KOLSO ST, UNIT 112
City/State/Zip TUCSON, AZ 85705
Phone Number 210-251-8186

Email

alphafencing@aol.com

SCOPE OF WORK

The City of Tucson intends to establish an annual requirements contract for **GUARDRAIL, ASSOCIATED ITEMS AND SERVICES**.

The Department of Transportation's estimated annual spend on this scope of work is approximately \$40,000. However, the City reserves the right to increase or decrease the usage of this contract as determined by the Department of Transportation.

SPECIFICATIONS

Please reference Attachment A, which incorporates Section 905, Guardrail, from the 2003 Edition of the Standard Specifications for Public Improvement for Pima County and City of Tucson, six (6) pages.

All items and services that are to be purchased under this contract shall conform to the specifications as presented in Attachment A.

GENERAL REQUIREMENTS

- 1. INVENTORY:** The City of Tucson has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation of the Contract.
- 2. USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the quantity and description of items purchased under this Contract.
- 3. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- 4. WARRANTY:** Bidder shall warrant that all equipment and parts furnished in their bid are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

SPECIAL TERMS AND CONDITIONS

1. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

2. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

3. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

4. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
5. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation 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 property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Invitation for Bid issued by the City and the Offer submitted by the Contractor in response to the Invitation for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Bid. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 16. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 17. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 18. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 19. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 20. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 21. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 22. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 23. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 24. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 26. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 28. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- The Contractor's payment terms shall apply to all purchases and to all payment methods.
- 29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall 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 shall be amended to make such insertion or correction.
- 31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a

demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

- 33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's bid shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 38. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 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 contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 39. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and

the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 40. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 41. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

ATTACHMENT A

2003 Edition of the Standard Specifications
for Public Improvements for Pima County
and City of Tucson, Section 905, Guardrail

SECTION 905

GUARDRAIL

905-1 DESCRIPTION

The work under this section shall consist of furnishing all materials and constructing new guardrail, reconstructing existing guardrail, or constructing guardrail from salvage, all at the locations and in accordance with the details shown on the plans and the requirements of these specifications.

905-2 MATERIALS

Materials for guardrail shall conform to the requirements of Section 1012.

Prismatic guardrail reflector tabs and prismatic guard-rail-mounted barrier markers shall conform to the requirements of Section 1008. The body of the prismatic guardrail reflector tabs shall have a minimum thickness of 3/16 inch (3 millimeters) and be either galvanized steel or ultraviolet-resistant plastic. Prismatic reflectors shall be 3-1/4 inches (85 millimeters) in diameter, and shall be secured to the body in accordance with the manufacturer's recommendations. Prismatic guard-rail-mounted barrier markers shall be ultraviolet resistant, and shall have a trapezoidal shaped body in accordance with ADOT Standard Drawing 4-N-10-01.

Post-mounted I-shaped barrier markers, and flexible guardrail markers shall be made of a high quality, impact and ultraviolet resistant, flexible, white-colored plastic or similar material with a minimum thickness of 3/16 inch (3 millimeters). This material shall be configured into a rectangular body that is flat, curvilinear or tubular with a width between 3 and 4 inches (75 and 100 millimeters). The minimum reflective area for I-shaped post-mounted barrier markers shall be 10 square inches (645 square millimeters). The reflectorized surface for flexible guardrail markers shall be 3 inches wide by 5 inches long (75 millimeters by 125 millimeters).

Guardrail delineator material shall be specifically manufactured to provide roadside delineation. All delineators shall consist of complete units that are precut, pre-drilled as applicable, and ready to be installed in the field. The delineators shall be packaged in such manner as to prevent damage and deterioration during shipping and storage.

905-3 CONSTRUCTION DETAILS

905-3.01 General. Guardrail types and details shall conform to those found in the Arizona Department of Transportation Standard Drawings. The construction of the various types of guardrail shall include the assembly and erection of all component parts complete at the locations shown on the project plans. The same type of post shall be used in any one continuous length of guardrail.

SECTION 905

All metal work shall be fabricated in the shop. No punching, drilling, cutting or welding shall be done in the field, except as provided for under Subsections 905-3.04 and 905-3.05. All metal cut in the field shall be cleaned and painted ~~in accordance with Section 1002.~~

Where field cutting or boring of wood posts and blocks is permitted, the affected areas shall be thoroughly swabbed with at least two applications of the same type of wood preservative as initially used.

Where wood posts with rectangular sections are used, the posts shall be set so that the longest dimension is perpendicular to the rail.

Where post is to be set in concrete, the concrete shall be placed against undisturbed material in the excavated hole. Before the post is set in the hole, a 1-1/2 inch (13 millimeters) thickness of polystyrene material shall be placed to cover all sides and corners of the embedded portion of the post for the full depth of the concrete. The polystyrene material shall not be nailed or clipped to the post, but shall be held against the post in a manner approved by the Engineer.

All bolts shall extend beyond the nuts a minimum of two threads, except that bolts on posts adjacent to pedestrian traffic shall be cut off flush to the nut. Bolts extending more than 2 inches (50 millimeters) beyond the nut shall be cut off so as to be less than 1/2 inch (13 millimeters) beyond the nut.

Unless otherwise shown on the plans, bolts shall be torqued as follows:

Diameter of Bolt, <u>Inches</u>	<u>(Metric)</u>	Torque, <u>Foot - Pounds</u>	<u>(Newton Meters)</u>
5/8	(M 16)	45 - 50	(61-68)
3/4	(M 20)	70 - 75	(95-102)
7/8 or larger	(M 22)	120 - 125	(163-169)

All bolts, other than those specified to be torqued, shall be securely tightened.

Guardrail elements shall be spliced by lapping in the direction of traffic in the nearest adjacent lane.

Reflectorized tabs shall be installed on posts at the locations shown on the plans and spaced at a maximum interval of 37-1/2 feet (11.4 meters). The slotted part of the tab shall be installed under the mounting bolt head so that the reflectorized surface of the tab faces oncoming traffic. The exposed ends of the slotted part of the tab shall be bent up against and then over the top of the bolt head. Silver faced tabs shall be installed on the right hand side of all roadways and yellow faced tabs shall be installed on the left hand side of both one-way roadways and divided roadways.

SECTION 905

When guardrail is being constructed, or reconstructed under traffic, the contractor shall conduct his operations so as to constitute the least hazard to the public. All guardrail work shall be performed in the direction of traffic flow. Traffic control shall be provided in accordance with the requirements of Section 701.

905-3.02 Roadway Guardrail. Guardrail posts shall be set to the line and grade established by the Engineer and spaced as shown on the plans.

Wood and steel posts shall either be driven, or placed in manually or mechanically dug holes; however, driven posts will not be permitted at locations where damage to the curb, gutter, sidewalk, buried items, shoulders or pavement might occur. The Engineer will be the sole judge as to whether driving of posts will be allowed. Driving of posts shall be accomplished in a manner which will prevent battering, burring, separation of the galvanizing from the steel or distortion of the post. Any post which is bent or otherwise damaged to the extent it is unfit for use in the finished work, as determined by the Engineer, shall be removed and replaced at ~~no additional cost to the Agency.~~

Pre-punched pilot holes may be required where wood posts are driven. Pilot holes will not be required where steel posts are driven.

Where pavement is disturbed in the construction of guardrail, the damaged surfacing shall be repaired as approved by the Engineer. Where the top surface of a culvert or other item is at an elevation which would interfere with full depth post placement, the post shall be placed and anchored in accordance with the requirements of Subsection 905-3.06.

Except where a concrete foundation for a post is required, the space around and under the posts placed in manually or mechanically dug holes shall be backfilled with moist soils placed in compacted lifts as approved by the Engineer.

Wood blocks shall be toenailed to the wood post with one 16 penny galvanized nail on each side of the top of the block. Wood or steel blocks shall be set so that the top of the block is no more than 1/2 inch (13 millimeters) above or below the top of the post, unless otherwise shown on the project plans.

Rail elements shall be spliced at 25 foot (7.6 meters) intervals or less. Rail elements shall be spliced at posts unless otherwise shown on the project plans. Where steel posts and blocks are used, back-up plates shall be installed at each post, except at posts where splices are made. Rail elements at joints shall have full bearing. When the radius of curvature is 150 feet (46 meters) or less, the rail elements shall be shop curved.

SECTION 905

905-3.03 Guardrail Anchor Assembly. Installation of guardrail anchor assembly shall be as shown on the plans. Concrete footings shall be poured against moist, undisturbed earth. The top of all footings shall be flush with the ground line and shall be steel troweled to a smooth finish with a slope to drain away from the post. Immediately after placing concrete footings, at least 4 inches (100 millimeters) of loose moistened earth which is free of clods or gravel shall be placed over the footing or the footing shall be sprayed with an approved liquid membrane curing compound. After the footing has cured, earth material together with any excess excavated material shall be removed and disposed of as approved by the Engineer.

905-3.04 Construct Guardrail from Salvage. Salvaged guardrail, guardrail transitions, anchor assemblies, and other guardrail systems shall be constructed at the locations shown on the project plans and in accordance with the provisions specified herein for new guardrail.

If any salvaged materials are deemed by the Engineer, to be unsuitable for reuse or if the quantities of salvaged materials are insufficient to complete the work, the contractor shall furnish new materials in sufficient quantities to complete the work and the cost of furnishing such materials will be paid for in accordance with the provisions found in Subsection 109-5.

Where new bolt holes in rail elements are required, the holes shall be made by drilling or punching. Flame-cut bolt holes will not be permitted.

905-3.05 Reconstruct Guardrail. Existing guardrail, guardrail transitions, anchor assemblies and other guardrail systems shall be removed as required, and reconstructed at the locations shown on the project plans, and in accordance with the provisions specified herein for new guardrail.

All guardrail components requiring removal shall be removed in such a manner as to prevent damage to and minimize the loss of the components.

If any materials designated for reconstruction are deemed by the Engineer to be unsuitable for reuse or if the quantities of existing materials are insufficient to complete the work, the contractor shall furnish new materials in sufficient quantities to complete the work and the cost of furnishing such materials will be paid for in accordance with the provisions of Subsection 109-5.

Items designated to be reused which are lost, damaged or destroyed as a result of the contractor's operations shall be repaired or replaced by the contractor at ~~no additional cost to the Agency.~~

Existing posts, blocks, rail elements or hardware which are not required for guardrail reconstruction or which the Engineer deems unsuitable for reconstruction, shall be removed and disposed of as directed by the Engineer.

SECTION 905

Where new bolt holes in rail elements are required, the holes shall be made by drilling or punching. Flame-cut bolt holes will not be permitted.

905-3.06 Bolted Guardrail Anchors.

Bolted guardrail anchors shall consist of bolting two steel brackets to the shortened post and to the box culvert roof as shown on the plans.

Where the elevation of the top surface of a culvert or other similar installation prevents the placement of a post of the specified length, the posts shall be shortened and anchored in accordance with the details shown on the plans.

905-3.07 Rub Rail. Rub rail shall be installed in accordance with the details shown on the plans.

905-3.08 Guardrail Transitions. Guardrail transitions to concrete barriers shall be constructed in accordance with the details shown on the plans.

905-4 METHOD OF MEASUREMENT

The limits of measurement for the various guardrail items are shown on the plans. Guardrail, of the type shown on the project plans, will be measured by the linear foot (*meter*) along the face of the rail element from center to center of end posts, exclusive of guardrail anchor assemblies, ~~and~~ guardrail transitions.

Guardrail anchor assemblies, and guardrail transitions will be measured by the unit each.

Bolted guardrail anchors will be measured by the unit for each post anchored as shown on the plans. One unit will consist of the cut and fitted guardrail post, brackets and hardware.

Rub rail will be measured by the unit for each rail installed.

Constructing the various types of guardrail from salvage will be measured by the linear foot (*meter*) or by the unit each, using the limits of measurement specified for new construction.

Reconstructing the various types of guardrail will be measured by the linear foot (*meter*), or by the unit each, using the limits of measurement specified for new construction.

905-5 BASIS OF PAYMENT

The accepted quantities of guardrail, measured as provided above, will be paid for at the contract unit price per linear foot (*meter*) for the types of guardrail installation designated in the bidding schedule, complete in place, including excavation, backfill and disposal of surplus material.

SECTION 905

The accepted quantities of guardrail anchor assemblies, measured as provided above, will be paid for at the contract unit price for the type designated in the bidding schedule, complete in place, including excavation, backfill, disposal of surplus material, and furnishing and placing concrete for post footings.

The accepted quantities of construct guardrail from salvage, or reconstruct guardrail, measured as provided above, will be paid for at the contract unit price, complete in place, including excavation, backfill and disposal of surplus or unusable materials.

The contractor will be paid in accordance with the provisions of Subsection 109-5 for furnishing new posts, blocks, rail elements or hardware to replace components deemed by the Engineer unsuitable for reuse, or to supplement insufficient existing quantities for reconstructing the various types of guardrail, or for constructing the various types of guardrail from salvage.

The accepted quantities of bolted guardrail anchors, measured as provided above, will be paid for at the contract unit price each. The unit price paid for bolted guardrail anchors shall be for the work, complete-in-place, including excavation, backfill, removing and replacing surfacing, cutting and fitting steel beam posts or timber posts, and drilling anchor bolt holes in steel and timber posts, and disposal of surplus materials.

The accepted quantities of rub rail, measured as provided above, will be paid for at the contract unit price each, complete in place, including rub rail terminal, splice plate, blocks and hardware as required.

The accepted quantities of guardrail transitions to concrete barriers, measured as provided above, will be paid for at the contract unit price, complete in place, including guardrail, posts, blocks, hardware and terminal connection and excavation, backfill and disposal of surplus material.

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141005
IFB AMENDMENT NO. ONE (1)
PAGE NO. 2 OF 7
IFB DUE DATE: APRIL 3, 2014
RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

REVISED PRICE PAGE

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid by any vendor, but is only listed in order to advise potential bidders of the requirements of the City. Any bid which proposes like quality, design or performance will be considered.

The items presented on the following pages are a representative group of sample items. They are not inclusive of all the items that will be purchased by the City under this contract.

Manufacturer and Part # must be clearly stated in the bid response. Failure to do so may result in bid rejection. **Items in Bold have been modified from the original price page.**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ONE (1) U.O.M
GROUP 1: GUARDRAIL AND RELATED ITEMS			
1.	Guardrail, 25' section, 12 gauge Manufacturer & Part #: <u>Trinity 60G</u>	10 Each	\$ <u>180.00</u> /EA
2.	Core-Ten Guardrail, 25' section, 12 gauge Manufacturer & Part #: <u>Trinity 60C</u>	10 Each	\$ <u>130.00</u> /EA
3.	Etched Guardrail, 25' section, 12 gauge Manufacturer & Part #: <u>Trinity 60X</u>	10 Each	\$ <u>140.00</u> /EA
4.	Guardrail, 12'-6" section, 12 gauge Manufacturer & Part #: <u>Trinity 9G</u>	10 Each	\$ <u>70.00</u> /EA

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141005
 IFB AMENDMENT NO. ONE (1)
 PAGE NO. 3 OF 7
 IFB DUE DATE: APRIL 3, 2014
 RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
 THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

- | | | | |
|-----|--|---------|--|
| 5. | Core-Ten Guardrail, 12'-6" section, 12 gauge | | |
| | Manufacturer & Part #:
<u>Trinity 9C</u> | 10 Each | 70.00
100.00 ^{JJ} /EA |
| 6. | Etched Guardrail, 12'-6" section, 12 gauge | | |
| | Manufacturer & Part #:
Trinity 9X JJ
<u>UIS Kgf 100</u> | 10 Each | 90.00
130.00 ^{JJ} /EA |
| 7. | Pre-Punched ADOT C-10.08 Panel | | |
| | Manufacturer & Part #:
Trinity 21G JJ
<u>UIS 9119</u> | 10 Each | \$ <u>130.00</u> /EA |
| 8. | Concave Guardrail, 12'-6" section, 12 gauge | | |
| | Manufacturer & Part #:
<u>Trinity (PART # VARIES BY RADIUS)</u> | 10 Each | \$ <u>115.00</u> /EA |
| 9. | Convex Guardrail, 12'-6" section, 12 gauge | | |
| | Manufacturer & Part #:
<u>Trinity same as #8</u> | 10 Each | \$ <u>115.00</u> /EA |
| 10. | Standard Flare End | | |
| | Manufacturer & Part #:
<u>Trinity 901G</u> | 20 Each | \$ <u>30.00</u> /EA |
| 11. | Regular Post, 6" x 8" x 14" | | |
| | Manufacturer & Part #:
<u>American 6x8x14</u> | 75 Each | \$ <u>17.33</u> /EA |
| 12. | Regular Block, 8" x 8" x 14" | | |
| | Manufacturer & Part #:
<u>American 8x8x14</u> | 75 Each | \$ <u>21.33</u> /EA |

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141005
IFB AMENDMENT NO. ONE (1)
PAGE NO. 4 OF 7
IFB DUE DATE: APRIL 3, 2014
RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

- | | | | |
|-----|--|-----------|-------------------------|
| 13. | Regular Block, 6" x 8" x 14" | | |
| | Manufacturer & Part #:
<u>American 6x8x14</u> | 75 Each | \$ <u>13.33</u> /EA |
| 14. | SKT/FLEAT 45" CRT Post | | |
| | Manufacturer & Part #:
<u>UIS P186.50</u> | 20 Each | \$ <u>65.00</u> /EA |
| 15. | Complete Cable Anchor Assembly with Bearing Plate for SKT/FLEAT | | 144.00 JJ |
| | Manufacturer & Part #:
<u>UIS PN</u> | 50 Each | \$ 63.00 /EA |
| 16. | SKT/FLEAT Soil Tube for Item #14 | | |
| | Manufacturer & Part #:
<u>UIS A190.0</u> | 75 Each | \$ <u>66.67</u> /EA |
| 17. | SKT/FLEAT 12.5' Anchor Panel | | |
| | Manufacturer & Part #:
<u>UIS 9269</u> | 10 Each | \$ <u>150.00</u> /EA |
| 18. | Button Head, 5/8" x 1-1/4" | | |
| | Manufacturer & Part #:
<u>Trinity 3360G</u> | 2000 Each | \$ <u>0.45</u> /EA |
| 19. | Button Head, 5/8" x 2" | | |
| | Manufacturer & Part #:
<u>Trinity 3400G</u> | 2000 Each | \$ <u>0.50</u> /EA |
| 20. | Button Head, 5/8" x 10" | | |
| | Manufacturer & Part #:
<u>Trinity 3500G</u> | 1500 Each | \$ <u>1.47</u> /EA |

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141006
 IFB AMENDMENT NO. ONE (1)
 PAGE NO. 5 OF 7
 IFB DUE DATE: APRIL 3, 2014
 RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
 THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

21.	Button Head, 5/8" x 18"		
	Manufacturer & Part #: <u>Trinity 3580G</u>	1500 Each	\$ <u>2.07</u> /EA
22.	Washer, 5/8" round		
	Manufacturer & Part #: <u>Trinity 3300G</u>	2500 Each	\$ <u>0.24</u> /EA
23.	Washer, 1-3/4" x 3" x 3/16"		
	Manufacturer & Part #: <u>Trinity 3320G</u>	2500 Each	\$ <u>0.60</u> /EA
24.	Bolted Anchor, ADOT C 10.07		
	Manufacturer & Part #: <u>Trinity JJ</u> ^{6x8} <u>UIS KM002</u>	75 Each	\$ <u>133.33</u> /EA 1,686.32
GROUP 1 TOTAL:			\$ 1000,686.32 ^{JAJ}

GROUP 2: SERVICES (All Services shall include labor, equipment & materials, traffic control, and all required permits to complete each job.)

1.	Price per linear foot for guardrail installed (complete in place - including materials and labor)	2500 Ft	\$ <u>27.99</u> /FT
2.	Price per linear foot for guardrail removal	2500 Ft	\$ <u>5.20</u> /FT
3.	Price per each for install of bollard, 4" to 6" diameter (complete in place - including materials and labor)	30 Each	\$ <u>350.00</u> /EA 1,900.00
4.	SKT - 350 End Treatment Includes SKT-350 End treatment complete (Labor, materials)	25 Each	\$ <u>550.00</u> /EA ^{JAJ}

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141005
IFB AMENDMENT NO. ONE (1)
PAGE NO. 6 OF 7
IFB DUE DATE: APRIL 3, 2014
RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

GROUP 2 Contine: SERVICES (All Services shall include labor, equipment & materials, traffic control, and all required permits to complete each job.)

- | | | |
|----|------------------------------------|----------------------|
| 5. | Hourly labor rate for related work | \$ <u>135.00</u> /HR |
| 6. | Shoulder Work Ahead | \$ <u>70.00</u> /HR |
| 7. | Lane Shift | \$ <u>70.00</u> /HR |
| 8. | Closure with Certified Flaggers | \$ <u>140.00</u> /HR |

GROUP 2 TOTAL: \$ 1348.19

GRAND TOTAL OF GROUPS 1 AND 2: \$ ^R4,384.51
~~3,034.51 JAJ~~

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MARCH 25, 2014

INVITATION FOR BID NO. 141005
IFB AMENDMENT NO. ONE (1)
PAGE NO. 7 OF 7
IFB DUE DATE: APRIL 3, 2014
RESPONSIBLE CONTRACT OFFICER: RAY VALDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

PROMPT PAYMENT DISCOUNT: As stated in the instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 10 days. The payment terms shall apply to all purchases and to all payment methods.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within 30 calendar days after receipt of an order.

SALES TAX PERCENT: 8.1 % (See Instructions to Bidders, Paragraph 8 - Taxes).

CREDIT CARD PAYMENT:

- Will payment be accepted via commercial credit card? Yes No
- a. If yes, can commercial payment(s) be made online? Yes No
- b. Will a third party be processing the commercial credit card payment(s)? Yes No
- c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If "no" to above, will consideration be given to accept the card? X Yes No

CITY OF TUCSON BUSINESS LICENSE: X Yes No
If yes, please provide a copy of your City of Tucson Business License.

HAVE YOU SUBMITTED **ALL** AMENDMENTS? CHECK OUR WEBSITE
NOW! AMENDMENTS MAY BE DOWNLOADED AT
<http://www.tucsonprocurement.com/>

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature 4/3/14
Date
JESUS JARAMILLO OWNER
Typed Name and Title

ALPHA FENCING & IRONWORKS
Company Name
455 W. KELSO ST, UNIT 112
Address
TUCSON AZ 85705
City State Zip

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO,
D/B/A ALPHA FENCING & IRONWORKS

[Work Orders]

See following pages (to be attached subsequent to execution).

Canon

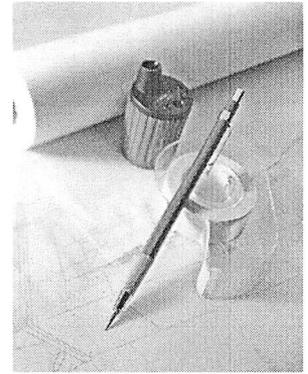
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Novell.



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