

**INVITATION FOR BIDS 15PW091914  
 Concrete Maintenance, Repairs and Installation Services**

**INTRODUCTION**

The City of Maricopa will accept competitive sealed bids for concrete maintenance, repair and installation services at the address or physical location until the date and time detailed below. Bids shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late bids shall not be considered. ***Bids shall be submitted in a sealed package with "IFB 15PW091914 Concrete Maintenance, Repairs and Installation Services" and the Offeror's name and address clearly indicated on the front of the package.*** All bids shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Invitation for Bids.

Pre-submittal Meeting:	October 15, 2014
Bid Due Date:	October 23, 2014
Bid Time:	2:00:00 PM MST
Number of Bid Copies	1 original unbound copy and 2 bound copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	Patricia.LaCombe@Maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, AZ 85138
Bid Submittal Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

**OFFER**

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a bid that contains all terms, conditions, specifications and amendments in the Notice of Invitation for Bids issued by the City. Any exception to the terms contained in the Notice of Invitation for Bids must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Invitation for Bids package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ Email: _____
Federal Employer Identification Number: _____	Telephone: _____ Cell Phone: _____
_____	_____
Company Name	Authorized Signature for Offer
_____	_____
Address	Printed Name

## INSTRUCTIONS TO OFFEROR

### 1. PREPARATION OF BID:

- a. Telegraphic (facsimile), email or Mailgram bids will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation for Bids* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

**2. INQUIRIES:** Any question related to the *Invitation for Bid* shall be directed in writing or via e-mail **no later than five (5) calendar days prior to the bid opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to the *Invitation for Bid* should refer to the appropriate *Invitation for Bid ID*, page, and paragraph number. However, the Offeror shall not place the *Invitation for Bid ID* on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Invitation for Bid* due date and time.

**3. Bid Format:** An unbound original plus two (2) bound copies of the Invitation for Bid must be submitted to the Purchasing Manager at the Maricopa City Hall, located at 39700 W. Civic Center Plaza, Maricopa, AZ 85138 by 2:00 pm Arizona Time, Thursday, October 23, 2014.

**4. Pre-Bid Meeting:** A Pre-Bid meeting has been schedule for October 15, 2014, at 10:00 a.m. at the Maricopa City Hall, 39700 W. Civic Center Plaza, Maricopa, AZ. Bidders should raise any questions about the Solicitation or the procurement process at that time. A Bidder may not rely on any verbal response to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation will be responded to by the City through a written Solicitation Amendment. Should you be unable to attend the meeting, please contact the Procurement Officer listed on page one, preferably before the meeting, with any questions.

**5. DUE DATE AND TIME:** Offerors must submit bids to the City's Purchasing Manager or designee by 2:00:00 pm on October 23, 2014 at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of IFB). Late bids will not be accepted.

**6. WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, an Offeror (or designated representative) may withdraw the bid. Telegraphic (facsimile) or Mailgram bid withdrawals will not be considered.

7. **AMENDMENT OF BID:** Receipt of an IFB Amendment shall be acknowledged by signing and returning the original document prior to the specified bid due date and time or with the original submittal document.
8. **Bonds:** Each bid shall be accompanied by a certified check, cashier's check, or draft, for ten percent (10%) of the total bid price. Such check to be certified or issued by either a solvent State or National Bank payable to the City as a guarantee that the Contractor will enter into a contract with the City in accordance with the terms of the specifications in case such bidder be awarded the contract.

In lieu of a certified check as a guarantee, a bond of ten percent (10%) of the total bid price may be furnished by the Contractor; such bond to be issued by a surety authorized to do business in Arizona. Such bond shall be payable to the City as guarantee that such Contractor will enter into a contract with the City in accordance with the terms of the specifications in case such bidder be awarded the contract.

The successful contractor shall be required to furnish a non-revocable performance and payment security bonds, binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price, payable to the City of Maricopa. Performance and payment security shall be in the form of a performance bond, payment bond or certified check or cashier's check. This security must be in the possession of the City within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document(s) as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights. All performance and payment bonds must be executed on forms substantially equivalent to Exhibits B and C respectively.

10. **Licenses:** Please list all applicable licenses and numbers.
9. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
9. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Invitation for Bid*, The City expressly reserves the right to:
  - a. Waive any immaterial defect or informality; or
  - b. Reject any or all bids, or portions thereof, or
  - c. Reissue an Invitation for Bid
  - d. Unless the Offeror states otherwise, 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. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

**IFB 15PW091914**  
**Concrete Maintenance, Repairs, and Installation Services**

**Vendor Submittal Checklist**

- \_\_\_\_\_ Introduction/Offer Sheet, signed
- \_\_\_\_\_ Bid Section completed
- \_\_\_\_\_ References
- \_\_\_\_\_ Signature Page completed
- \_\_\_\_\_ Bid Schedule completed
- \_\_\_\_\_ Bid Bond included
- \_\_\_\_\_ Price sheet completed (attachment 1)
- \_\_\_\_\_ License copies included
- \_\_\_\_\_ Completed Substitute W-9 form (attachment 2)
- \_\_\_\_\_ Amendment #1 signed acknowledgement
- \_\_\_\_\_ Amendment # 2 signed acknowledgement

## STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona. The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) IFB, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the IFB. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the IFB and the Contract, the provisions and requirements

of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The IFB shall govern in all other matters not affected by the written contract.

6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific IFB. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this IFB or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will 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 for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
10. **Overcharges By Antitrust Violations:** The City maintains that, in 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 goods and services used to fulfill the Contract.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the 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. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable



diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
14. **Right to Inspect Place of Business:** The City may, at reasonable times 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.
15. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
  - a. Waive the non-conformance
  - b. Stop the work immediately
  - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

16. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. **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 the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this IFB are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this IFB. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this IFB shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
21. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30<sup>th</sup> of each year.
22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility



Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.USCIS.GOV](http://www.USCIS.GOV).

- 25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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## SPECIAL TERMS AND CONDITIONS

### PURPOSE

The City of Maricopa intends to establish a contract with a qualified firm for concrete maintenance, repairs and installation services within City Rights of Way, Public Works Department. This contract is to include furnishing all labor, equipment, traffic control and materials required for the completion of each repair project. This will be an “as needed” contract and there are no guarantees as to the quantity of work that will be completed. This work shall consist of concrete repair and replacement/installation to include, but not be limited to, handicap ramps, driveway entrances, alleyway entrances, curb and gutters and other projects as needed.

Based on an evaluation of the bids for responsiveness and responsibility of the offeror responding to this solicitation and the price, the City desires to retain a qualified firm for completion of these projects.

- 1. Authority:** This solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 2. Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 3. Term of Contract:** The term of any resultant contract shall commence on the contract award by the City Council. The contract will be for a period of one (1) year from the date of the award. The City has the option to renew the contract for four (4) additional one (1) year periods if mutually agreed upon by the Provider. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the City for a period of thirty-one (31) days.
- 4. Price Adjustment:** The City Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing Office will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 5. Quantities:** The quantities listed are the City’s best estimate and do not obligate them to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriate funds. The City reserves the right to procure the products set forth herein from other sources when deemed necessary and appropriate.

- 6. Bid Format:** *A total of one (1) original unbound document (labeled original) and two (2) bound copies of the bid shall be submitted in the format indicated in the Bid Format and Requirements section of the IFB.*
- 7. Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- 8. Bid Opening:** Bids shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Invitation for Bids for which the bid was submitted shall be publicly read and recorded in the presence of a witness. PRICES SHALL BE READ PUBLICLY.
- 9. Evaluation and Award:** The City of Maricopa shall evaluate the bids to determine the lowest priced bid submitted in a responsive manner from a responsible bidder.
- Disqualification:** A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its bid rejected.
  - Clarifications:** The City reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of the Bidder's product, service and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give the Bidder an opportunity to revise or modify its bid.
- 10. Discussions and Interviews:** Not Applicable
- 11. Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Purchasing Manager of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
- 12. Confidentiality of Records:** The contractor shall establish and maintain procedures and control that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
- 13. Resultant Contract:** A contract shall be issued between the City and the successful Offeror following award.

- 14. Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.
- 15. Liquidated Damages:** Liquidated damages shall be in the amount of \$50.00 for each calendar day of delay.
- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
  - b. In the event that the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
- 16. Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation, along with a Workmen's Compensation Certificate of Insurance. The City will notify the successful contractor of the intent to issue a contract award. The successful contractor shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 17. 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.
- 18. Warranty:** The successful contractor must provide a one (1) year warranty on all work performed.
- 19. Bonds.** Each bid shall be accompanied by a certified check, cashier's check, or draft, for ten percent (10%) of the total bid price. Such check to be certified or issued by either a solvent State or National Bank payable to the City as a guarantee that the Contractor will enter into a contract with the City in accordance with the terms of the Specifications in case such bidder be awarded the contract.

In lieu of a certified check as a guarantee, a bond of ten percent (10%) of the total bid price may be furnished by the contractor; such bond to be issued by a surety authorized to do business in Arizona. Such bond shall be payable to the City as guarantee that such Contractor will enter into a contract with the City in accordance with the terms of the specifications in case such bidder be awarded the contract.

The successful contractor shall be required to furnish a non-revocable performance and payment security bonds, binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price, payable to the City of Maricopa. Performance and payment security shall be in the form of a performance bond, payment bond or certified check or cashier's check. This security must be in the possession of the City within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document(s) as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves

all rights. All performance and payment bonds must be executed on forms substantially equivalent to Exhibits B and C respectively.

**20. Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

20.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract;
- d. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor.
- e. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;
  - ii. Collection against the bid and/or performance bond, or;
  - iii. Any combination of the above or any other remedies as provided by law.

**21. Contract Work Changes:** This contract is issued under the authority of the Mayor of the City of Maricopa who signed this contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized City employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**22. Alternate Products;/Substitution:**

22.1 The bidder may substitute an alternative product for a product specifically identified in this scope, provided:

- i. The alternative product is equal to or better than the specified product in all essential characteristics; and
  - ii. Prior written approval of the alternative product had been obtained from the City Engineer.
- 22.2 A bidder desiring to substitute an alternative product for a product specifically identified in the bid shall obtain written permission from the City Engineer. All requests should allow a minimum of five (5) business days prior to submittal of the bid.
- 22.3 If approved, the bid documents shall include a clearly marked and label identifying the approved alternative product. The City Engineer approval shall accompany the alternative product specifications.
- 22.4 The burden of proving the equality or superiority of the alternative product proposed for the substitution is upon the bidder. Any proposed alternative product must be compatible with, and have the capability of tying into, existing systems where they occur.
- 22.5 Any costs that occur do to a substitution of alternative products approved or otherwise, will be solely the responsibility of the contractor.

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## SCOPE OF SERVICES OR SPECIFICATIONS

### I. Introduction

The City of Maricopa intends to establish a contract with a qualified firm for concrete maintenance, repairs and installation services within City Rights of Way, Public Works Department. This contract is to include furnishing all labor, equipment, traffic control and materials required for the completion of each repair project. This will be an “as needed” contract and there are no guarantees as to the quantity of work that will be completed. This work shall consist of concrete repair and replacement/installation to include, but not be limited to, handicap ramps, driveway entrances, alleyway entrances, curbs, gutters, and other projects as needed.

Based on an evaluation of the bids for responsiveness and responsibility of the offeror responding to this solicitation and the price, the City desires to retain a qualified firm for completion of these projects.

Work shall also consist of upgrading handicap ramps, driveway entrances, alleyway entrances and sidewalks to meet current Americans with Disabilities Act (ADA) standards in compliance with 28 CFR, Part 35.150, Existing Facilities.

Current Products: Supplies and materials Bid shall be of current design and meet specifications. Bidder must identify the manufacturer of each product being Bid. Bidder should supply all information necessary for the City to determine

- a. Where the product Bid meets the requirements of the specifications
- b. Exactly what the Bidder proposes to furnish

Health and Safety: All items to be supplied hereunder by the Bidder shall conform in all respects to the requirement of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

### II. Scope of Services

**A. GENERAL:** The Contractor shall use the most current version of City/Agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. The Contractor shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of the work and any unsatisfactory work or preparation shall be redone at no additional cost to the City.

1. **Conformance of Materials:** The Contractor shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) of City of Maricopa standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. The Contractor shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Any ponding greater than 1/2 inch one hour after the water is

shut off shall be corrected at the Contractor's expense. Asphalt cut-and-patch for concrete forms shall be replaced flush with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

2. **Permits:** The Contractor shall be responsible for obtaining all permits required for each project. Any other City departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.
3. The Contractor shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards contained in 28 Code of Federal Regulations (CFR) Part 35.151 and "Designing Sidewalks and Trails for Access, Part 2" (Chapters 5 and 7) or as directed by the City of Maricopa designee.

No work shall be completed under this Agreement without prior written approval from Project Manager/designee.

4. **Notification of Public:** The Contractor shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and Contractor name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the City Project Manager or designee for approval prior to distribution.
5. **Existing Utilities:** The Contractor shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. Contractor shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for required outages and/or repairs. Contractor shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.
6. **Protection of adjacent property.** Contractor shall take all necessary steps to protect adjacent public or private properties during work. Contractor shall restore any damage to adjacent property at Contractor's sole expense and to the satisfaction of the City Project Manager or designee.
7. **Demo and Removal.** The Contractor shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Detail # 221) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. Contractor shall use barricades and "sidewalk closed" signs as required.

8. **Water for repair and maintenance purpose.** The City of Maricopa will provide a metered hydrant at a designated location.
9. **Detectable Warning.** Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the contract Project Manager or designee prior to installation. Sureway, Tekway or colored stamp is preferred.
10. **Traffic Control & Construction Signs.** The Contractor shall adhere to all City, State and Federal Traffic and Safety guidance, City of Maricopa Traffic Barricades Design, City of Maricopa construction sign. The Contractor shall submit all traffic control plans for approval to the City of Maricopa before any work may progress. Traffic control shall include uniformed Maricopa Police Officer and squad car as required.
11. **Clean Up.** All public and private property and grounds occupied by Contractor in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. All parts of the work shall be left in an acceptable condition before final acceptance.
12. **Dust Control.** The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose. The Contractor shall be responsible for obtaining an Air Quality Permit from Pinal County prior to starting the required work, especially if earth-moving operations are involved. The Contractors shall pay all permit fees.
13. **Subcontractor(s).** List subcontractor(s) that may participate in carrying out the obligations of any resulting agreement.

Subcontractor	Contact	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. CONTRACTOR shall perform removal, repair, and/or installation of concrete at various City owned locations or as requested by the Streets, Fire, Facilities or Parks Divisions. This work shall include removal and disposal of all debris in the area affected by this work and restoration of infrastructure adjacent to repairs/alterations (E.G. Asphalt, decomposed granite, grass areas)
15. Decomposed granite or landscape rock shall be installed up to 2" deep in areas designated.
16. CONTRACTOR shall visit specific sites with the Project Manager/designee prior to commencing any work to review and agree on the need for any permits, precautions needed for specific location, and completion date for each location. (I>E> Traffic Control Plan, Right of Way permit).
17. Total of all work performed under this contract(s) shall not exceed \$125,000 in any fiscal year.
18. CONTRACTOR must schedule work within two (2) weeks after being contacted by the City of Maricopa.
19. CONTRACTOR shall perform all work in accordance with City of Maricopa Specifications, MAG Standard Details and Specifications and other government regulations which are in effect at the time of performance.

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**BID SECTION**

**1. BIDDER**

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Local Address: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

2. Exceptions to IFB (§4.5.4 Exceptions to Solicitation): \_\_\_\_\_

\_\_\_\_\_

3. Disclosure of Debarment information (§4.5.5 Disclosure): \_\_\_\_\_

**4. Prices:**

A. Price list – Attachment 1.

B. Prompt Payment Terms: \_\_\_\_\_

C. Response time after receiving order (ARO): \_\_\_\_\_

\_\_\_\_\_

D. Tax Percentage: \_\_\_\_\_

E. Options and Alternatives: \_\_\_\_\_

5. Maintenance Locations: \_\_\_\_\_

\_\_\_\_\_

6. REFERENCES (Must be provided)

Provide names, addresses and telephone numbers of **government agencies** to which you have provided similar goods or services.

A. Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Goods or Services supplied and when provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Goods or Services supplied and when provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Goods or Services supplied and when provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



9. Other Information Requested:

**SIGNATURE PAGE**

**If BIDDER is:**

**An Individual**

By: \_\_\_\_\_

**(Individual's Signature)**

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as: \_\_\_\_\_

License or Registration No.: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
**A Partnership**

By: \_\_\_\_\_

**(Firm Name)**

\_\_\_\_\_  
**(Partner's Signature)**

\_\_\_\_\_  
(Printed or Typed Name of Partner)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

---

**A Corporation**

By: \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
**(Signature of Officer Authorized to Sign)**

\_\_\_\_\_  
(Printed or Typed Name)

Attest: \_\_\_\_\_  
(Secretary)

Federal I. D. Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

---

**A Joint Venture**

By:

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_

(Address)

By:

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_

(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership

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Exhibit A

**BID BOND**

Arizona Statutory Bid Bond Pursuant to Titles 28, 34 and 41 of the Arizona Revised Statutes  
 (Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_  
 \_\_\_\_\_, (hereinafter "Principal"), and \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the  
 State of \_\_\_\_\_, with its principal offices in \_\_\_\_\_, holding a  
 certificate of authority to transact surety business in Arizona issued by the Director of Insurance  
 pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto the City of  
 Maricopa, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of  
 the amount of the bid of Principal, submitted by Principal to the Obligee for the work described  
 below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs,  
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
 Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid,  
 and give such bond or bonds and certificates of insurance as specified in the bidding or  
 Contract Documents with good and sufficient surety for the faithful performance of such  
 contract and for the prompt payment of labor and material furnished in the prosecution of the  
 contract, or in the event of the failure of the Principal to enter such Contract and give such  
 bond or bonds and certificate of insurance, if the Principal pays to the Obligee the difference  
 not to exceed the penalty of the bond between the amount specified in the bid and such larger  
 amount for which the Obligee may in good faith contract with another party to perform the  
 work covered by the bid, then this obligation is void. Otherwise to remain in full force and  
 effect provided, however, that this bond is executed pursuant to the provisions of Section 34-  
 201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in  
 accordance with the provisions of that section to the extent as if it were copied at length  
 herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 Principal

\_\_\_\_\_  
 SEAL SURETY

By: \_\_\_\_\_  
 Attorney-in-Fact

By: \_\_\_\_\_  
 SEAL

Its: \_\_\_\_\_

\_\_\_\_\_  
 Agency of Record

\_\_\_\_\_  
 Agency Address

**Exhibit B**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_, (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Maricopa, Pinal County, State of Arizona, (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or material to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

\_\_\_\_\_  
 Principal Seal

By \_\_\_\_\_

\_\_\_\_\_  
 Surety Seal

By \_\_\_\_\_

\_\_\_\_\_  
 Agency of Record

Exhibit C

**PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
 TITLE 34, CHAPTER 2, ARTICLE 2,  
 OF THE ARIZONA REVISED STATUTES  
 (Penalty of this bond must be 25% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereafter call the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereafter called the Surety), as Surety, are held and firmly bound unto the City of Maricopa, Pinal County, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Maricopa, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_, **Invitation for Bids No.** \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions and agreements of said contract during the original term of said Contract and any extensions thereof. With or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on the bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 PRINCIPAL SEAL

\_\_\_\_\_  
 AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
 SURETY SEAL

\_\_\_\_\_  
 AGENT ADDRESS



Attachment 1

**\*\* Bid price to include all taxes.**

**PRICING**

Description	Unit Cost	Unit type	Qty	Amount
1. Saw cut, remove, dispose of and replace concrete asphalt per square yard (includes ABC preparation)		SY	600	\$ -
2. Saw cut, remove, dispose of and replace concrete curb and gutter per linear foot MAG detail #220 Type A-F		LF	600	\$ -
3. Saw cut, remove, dispose of and replace concrete apron, valley gutter per square foot MAG detail #240		SF	600	\$ -
4. Saw cut, remove, dispose of and replace sidewalk ramps per square foot MAG details #231-234 Type A-D (Detectable warnings can be billed as additional material cost only)		SF	800	\$ -
4a. Cost per detectable warning – Must be City of Maricopa approved		EA	16	\$ -
5. Saw cut, remove, dispose of and replace concrete curb and gutter per linear foot MAG detail #222 Type A-B		LF	80	\$ -
6. Saw cut, remove, and dispose of concrete flatwork per square foot.		SF	4,500	\$ -
7. Place 4" flatwork per square foot		SF	4,500	\$ -
7. Install MAG detail #250-2 Residential driveway per square foot		SF	250	\$ -
8. Install MAG detail #250-2 Commercial driveway per square foot		SF	600	\$ -
9. Grinding		MH	65	\$ -
10. Rip Rap Placement D50=6" over filter fabric		CY	15	\$ -
11. Roadway excavation per cubic yard		CY	75	\$ -
12. Subgrade Prep		SY	400	\$ -
13. ABC Prep		TN	350	\$ -
14. Traffic control (per day, for lane closures)		EA	25	\$ -
15. Placement of Decorative Granite		TN	30	\$ -
<b>Bid Total:</b>	<b>\$</b>			<b>-</b>

**SUBSTITUTE W-9 FORM**

**PART I: Company Information:**

1. Name (as shown on Income Tax Return): \_\_\_\_\_
2. Business Name (if different than above): \_\_\_\_\_
3. DUNS #: \_\_\_\_\_
4. Federal employer identification number (or SSN): \_\_\_\_\_
5. Type of organization (check one):
 

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Limited Liability Company*
<input type="checkbox"/> Corporation	<b>*Choose the tax classification</b>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Disregarded Entity
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership
6. Order Address:
 

(Order address)	(City)	(State)	(Zip code)
-----------------	--------	---------	------------
7. Remittance address (if different than above):
 

(Remittance address)	(City)	(State)	(Zip code)
----------------------	--------	---------	------------
8. Contact person for bid invitations: \_\_\_\_\_
9. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
10. Email address of contact person: \_\_\_\_\_
11. Applicant is a (check one):
 

<input type="checkbox"/> Factory Representative	<input type="checkbox"/> Jobber
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized distributor
<input type="checkbox"/> Retail dealer	<input type="checkbox"/> Contractor
<input type="checkbox"/> Consultant	<input type="checkbox"/> Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.
 

<input type="checkbox"/> Minority-owned	<input type="checkbox"/> Woman-owned	<input type="checkbox"/> Not Applicable
---	--------------------------------------	---
13. How long has the company been in business? \_\_\_\_\_
14. Does applicant currently hold a valid business license issued by the City of Maricopa?
 

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

**PART II: COMMODITY OR SERVICE DESCRIPTION**

1. Commodity/Service description (*this section must be completed*):

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**PART III: APPLICANT TERMS & CERTIFICATION**

**Terms:**

**The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.**

**Under Penalties of perjury, I certify that:**

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).

*(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).*

4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- |  |  |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled               | <input type="checkbox"/> 8 Small Business/Disabled Owner                 |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.20)              | <input type="checkbox"/> 9 Minority Woman Owned Business                 |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)]   | <input type="checkbox"/> 10 Disabled-Minority Owned Business             |
| <input type="checkbox"/> 4 Woman Owned Business                              | <input type="checkbox"/> 11 Disabled-Woman Owned Business                |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned          |
| <input type="checkbox"/> 6 Small Business/Minority Owned                     | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned       |
| <input type="checkbox"/> 7 Small Business/Woman Owned                        | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

---

**Name** (*Please print*)

---

**Signature**

---

**Title** (*Please print*)

---

**Date**