



FY09 Hot Mix Asphalt Concrete
Notice Inviting Bids

DESCRIPTION: Furnishing Will-Call Hot Mix Asphaltic Concrete

CITY OF PRESCOTT, ARIZONA
PREPARED BY: Field Operations Department

March 2008

Notice Inviting Bids

Sealed bids will be received at the Office of the City Clerk, City of Prescott, 201 South Cortez Street (PO Box 2059), Prescott, Arizona 86302, until 2:00 p.m. on Thursday, March 27 2008, for the furnishing of **Hot Mix Asphaltic Concrete**. All bids will be opened and read aloud at that time in the Office of the City Clerk.

Any bid received after 2:00 PM on the above-stated date will be returned unopened. The City of Prescott reserves the right to accept or reject all bids, or any part thereof, and waive any informality deemed in the best interest of the City.

Copies of the Notice Inviting Bids, specifications, and necessary information are available by contacting the City of Prescott, Purchasing Division at 220 S. Marina St., Suite 302, Prescott, AZ 86301, 928-777-1203 (phone), 928-777-1100 (TDD), 928-777-1241 (fax) or purchasing@cityofprescott.net (email).

The outside of the bid envelope shall indicate the name and address of the respondent, shall be addressed to The City Clerk, City of Prescott, 201 South Cortez Street (PO Box 2059), Prescott, Arizona 86302 and shall be marked: "BID – Hot Mix Asphaltic Concrete."

Elizabeth Burke, City Clerk
Published: Prescott Courier; 1TC, Mar 16, 2008

Request for Bids

General Conditions

I Preparation of Bids

- a) All information requested of the bidder shall be entered in the appropriate space on the enclosed forms. Failure to do so may disqualify your bid.
- b) All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- c) No corrections or modifications received after the specified closing time will be accepted.
- d) Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services in the City. Time of delivery may be a consideration of the award.
- e) Prices will be considered as net if no cash discount is shown.
- f) All bids shall be signed by an authorized officer or employee of the bidder.
- g) Bids must be submitted by the date and prior to the time specified in the Notice Inviting Bids to be considered. No late bids, telegraphic or telephone bids will be accepted.
- h) Submit bids in a sealed envelope with the bid title, closing date, and time shown.

II Brand Names

- a) Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b) Equal items will be considered, provided your bid clearly describes the item. Bids for equal items shall state the brand, number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c) When brand, number or level of quality is not stated by the bidder, it is understood that the bid is exactly as specified.
- d) The item(s) described in the specification shall be new, unused, manufacturer's latest improvements. The item bid shall include all standard materials and equipment as shown in the manufacturer's printed literature, and shall include all items to provide functional and operational units. Items modified or designed specifically to meet these specifications, which are not normally standard items in the industry will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred; and documentation is furnished with the bid and the City is supplied with acceptable, fully functional and operational materials or equipment.
- e) All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State, industry regulations and standards in effect at delivery.
- f) The item bid shall meet or exceed these specifications. Compliance with, or exceptions to, the specifications shall be indicated on the bid. Any variation from the printed literature supplied shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the City as to quality, suitability, compatibility and design integrity in relation to the intended use.
- g) The City will make sole determination as to acceptance of any exceptions. The item will be reviewed for quality, workmanship, materials and compliance.

III Samples

Sample items, when required, shall be furnished free of cost of any sort to the City of Prescott. Samples of items selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request of the bidder.

IV Taxes

The City of Prescott is not exempt from paying applicable taxes. Please state the amount as a separate item if the City is to remit any tax

V Delivery

Delivery shall be FOB at the Supplier's Plant Location

VI Liabilities

The bidder shall hold the City of Prescott, its offices, agents, servants and employees harmless from liability of any nature of any kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid and agrees to indemnify the City at his own expense for any and all actions brought against the City of Prescott because of the unauthorized use of such articles, composition, process, invention, items or appliance, including expert witness fees and attorney fees incurred by the City.

VII Cash Discounts

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date, correct invoices are received in the City Finance Office, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

VIII Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources, and may deduct from any moneys due, or that may thereafter, become due to the bidder the difference between the price named in the contract, or purchase order, and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

IX Awards

The City of Prescott reserves the right to **(1) award bids received on the basis of individual items or groups of items or on the entire list of items;** (2) reject any or all bids, or any part thereof; (3) waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The City Council's decision shall be final. In reviewing bids and/or proposals and/or estimates, and determining whether or not a proposed contractor or vendor is the most responsible and/or most qualified bidder, the City shall consider, among other factors:

- (1) costs incurred by the City or other governmental entities in contested change orders by the vendor;
- (2) litigation in which the vendor was involved with the City or other governmental entities relative to contract performance;
- (3) failure of the contractor to have met bid specifications or time limits in previous contracts;
- (4) abandonment of a contract or refusal to perform without legal cause after submission of a bid;
- (5) a record of bidding errors or omissions in two or more bid submissions in a thirty-six month period;
- (6) a record of failure to perform or unsatisfactory performance of two or more contracts within a thirty-six month period;
- (7) inadequate equipment, lack of expertise or insufficient personnel to complete the proposed contract;
- (8) a record of safety violations in two or more contracts within a thirty-six month period;
- (9) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract within a ten year period;
- (10) conviction of a criminal offense within a ten year period of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor;

- (11) conviction of state or federal antitrust statutes within a ten year period arising out of the submission of bids or proposals;
- (12) any other cause that the City determines to be so serious and compelling as to affect responsibility as a municipal vendor, including debarment or similar proceedings by another governmental entity.

X General Conditions

The intent of this sealed bid is to enter into a Purchasing Contract for **HOT MIX ASPHALTIC CONCRETE**.

One purchase order will be issued to the successful vendor and all orders placed will be invoiced against the purchase order. All invoices shall reference the Purchase Order.

The entire order is to be supplied on a will-call basis during daytime or nighttime hours when given a 48-hour notice.

The City reserves the right to perform random testing of product delivered on proposed contract.

The City of Prescott is not responsible for cost errors on the "Bid Form." The total amount shown at the sealed bid opening shall remain in effect.

The term of this contract shall begin on the date of award and conclude on June 30, 2013.

The Base Cost for all items, (materials, plant labor, profit, overhead, etc.) associated with the supply of Hot Mix Asphaltic Concrete except the asphalt cement itself shall be fixed for the duration of this contract.

The cost of the asphalt cement shall be determined by a Base Asphalt Cost and shall be adjusted in accordance with the Producer Price Index (PPI) for the month that the materials were produced.

The unit price per ton shall be determined by the sum of the Base Asphalt Cost adjusted in accordance with the PPI for the month that the materials were produced and the Base Cost.

When given 72 hours advance notice, the vendor shall supply all materials for orders in excess of 60 tons on the date requested by the City of Prescott. In addition, the City may pick up any quantity at any time Hot Mix Asphalt material is available from the bidder.

XI Warranty

Manufacturer warrants that product specifications are as listed on the bid.

XII Contact

Please submit all questions in writing to Dawn Foster, Purchasing Manager, at 928-777-1241 (fax) or purchasing@cityofprescott.net (email).

XIII Product Quantity

The successful vendor specifically understands and agrees that the quantities used for bidding purposes were estimated. The City shall not be obligated to purchase the exact quantities of this product. Should it be necessary to order more than the quantity specified during the contract term, it shall be done at the original bid price.

XIV Product Specifications

The Hot Mix Asphalt Concrete mix design shall typically comply with MAG 710.1, 19mm, with an asphalt content of 5.5% of PG 64-14. However, should comparable ADOT or other mix designs be available, and/or desirable to the City, they shall be supplied at the contract price bid.

BID FORM

Name of Organization: _____

Mailing Address: _____

Phone number: _____

Fax Number _____

Contact Person: _____

Questions:

- | | | | | |
|---|--------------------------|-----|--------------------------|----|
| 1. Did you meet the warranty specifications? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Did you meet the packaging specifications? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 3. Did you meet all the specifications? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

If you answered no to any of these questions, please explain:

MATERIAL	Quantity	Unit s	Unit Cost	EXTENDED PRICE
Base Cost (Materials, Plant, Labor, Overhead and Profit for Duration of Contact)	4000 tons of MAG 710.1, 19mm Asphaltic Concrete	Tons	\$	\$
Base Asphalt Cost (to be adjusted monthly per the Producer Price Index) Bid date: _____	220 Tons PG 64- 14(Quantity to produce 4000 tons of MAG 710.1, 19mm Asphaltic Concrete)	Tons	\$	\$
Applicable Tax		%	\$	\$
TOTAL			\$	\$

Bidder Certification

By signing below, bidder certifies that submission of this bid did not involve collusion or other anti-competitive practices and that s/he had read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that s/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit binding offers for the goods or services as specified.

Name (typed or printed)

Authorized Signature

Date: _____

Title: _____