

**TOWN OF MARANA
INVITATION FOR BIDS
2014-008**

Pavement Marking Materials

Issue Date February 26, 2014

Submit Bids to:

Town of Marana Clerk's Office
11555 W. Civic Center Dr.
Administration Bldg.
Marana, AZ 85653

**By March 14, 2014
4:00 P.M. Local Time**

Late Bids Will Not Be Accepted

This solicitation is available on the Town's Web Site at www.marana.com – Businesses – Bid Postings. Registration for Bid Notices at the website is strongly encouraged. The Town will not be responsible for the failure of a prospective bidder to obtain addenda and other information related to the IFB.

Advertising Dates February 28 and March 3, 2014

INSTRUCTIONS TO BIDDERS:

The Town of Marana seeks bids for **Pavement Marking Materials** as further set forth in the bid documents.

The Town will accept sealed bids up to **March 14, 2014 at 4:00 P.M.** local Arizona time. Bids received after that time will not be accepted and will be returned unopened.

Any bid submitted as a result of this Invitation for Bids shall be binding on the bidder for 60 calendar days following the due date.

All Bidders are requested to **submit an original and two (2) copies** of their bid. The original shall be marked "ORIGINAL." All bids shall be delivered to the Town Clerk's Office at 11555 W. Civic Center Dr., Marana, AZ 85653 in a sealed envelope clearly marked as noted: **Pavement Marking Materials # 2014-008**. The bidder's name and address must appear on the outside of the envelope. Submit enclosed Price Sheet and Signature Page.

The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. Unless otherwise indicated in the Invitation for Bids, the Town of Marana reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the Town of Marana. The Town of Marana reserves the right to reject any or all bids, to waive any informality in any bid, and to negotiate with the apparent successful bidder(s) in the best interest of the Town of Marana.

All prospective bidders shall be responsible for routinely checking the Town of Marana website for addenda and other bid related information: www.marana.com – Businesses – Bid Postings. Registration for Bid Notices at the website is strongly encouraged. The Town will not be responsible for the failure of a prospective bidder to obtain addenda and other information related to this IFB.

Marana "Uniform Terms and Conditions" are incorporated in this IFB and contract.

All inquiries regarding this IFB shall be directed to:
Michael Glasson, CPPO, C.P.M.
Purchasing Coordinator
11555 W. Civic Center Dr., Marana, AZ 85653
520-382-1983
mglasson@marana.com

Special Terms and Conditions

- A.** The Pavement Marking Materials shall be delivered to the Town of Marana Operations Center, Traffic Operations Division, 5100 W. Ina Road, Marana, AZ 85743 between the hours of 7AM and 2PM MST, **FOB Destination**, freight prepaid and allowed. Shipper to call Jorge Riveros at (520) 382-2657 or Richard Jacinto at (520) 940-7746 24 hours in advance of delivery.
- B.** The Town reserves the right to reject any and all Bids and to waive any irregularity, informality, or technicality in any Bid to the extent permitted by law.
- C.** The Bidder agrees that it may not withdraw its Bid for sixty (60) calendar days after the Bid opening.
- D.** COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the Town of Marana. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the Town of Marana are eligible to participate in any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/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 Town shall not be responsible for any disputes arising out of transactions made by others.
- E.** Requirements Contract. The quantities listed in the Price Sheet are estimated annual quantities based on the Town's historic rates of use. Actual quantities will be determined by the Traffic Operations Division, Public Works Department, and will be ordered throughout the year as needed. No minimum quantity is guaranteed. The initial term of the agreement shall be one year from date of award, with up to three additional one-year renewals available to the Town, at the Town's sole discretion. Prior to any renewal, price adjustments will be considered by the Town if presented at least 45 days prior to expiration of the then-current term. If the Town and the successful bidder cannot reach agreement, the contract will be terminated on the anniversary date.

Price Sheet 1 of 2
IFB 2014-008

	Price each	Extended
3M Stamark Pavement Marking Tape Series 270 ES		
o A270 ES (Non-Linered) White		
4" x 30 yds., 84 each	\$ _____	\$ _____
12" x 30 yds., 36 each	\$ _____	\$ _____
18" x 30 yds., 18 each	\$ _____	\$ _____
o A271 ES (Non-Linered) Yellow		
12" x 30 yds., 36 each	\$ _____	\$ _____
3M Stamark High Performance Symbols and Legends Series SMS-L270 ES		
o SMS L270 ES AH		
"AHEAD" (96" high) legend, 1 each	\$ _____	\$ _____
o SMS L270 ES ON		
"ONLY" (96" high) legend, 2 each	\$ _____	\$ _____
o SMS L270 ES ST		
"STOP" (96" high) legend, 1 each	\$ _____	\$ _____
o SMS L270 ES LA		
Left Curve Arrow (96" x 73"), 4 each	\$ _____	\$ _____
o SMS L270 ES RK6		
Bicycle Right Lean (72" x 41") symbol, 2 each	\$ _____	\$ _____
o SMS L270 ES RD		
Lane Drop Right Arrow (216" x 62") symbol, 1 each	\$ _____	\$ _____
o SMS L270 ES RA		
Right Curve Arrow (96" x 73") symbol, 4 each	\$ _____	\$ _____
o SMS L270 ES SA		
Straight Arrow (115.2" x 38.4") symbol, 4 each	\$ _____	\$ _____
o SMS L270 ES A6		
Straight Arrow Bicycle (72" x 24") symbol, 2 each	\$ _____	\$ _____

BIDDER: _____

Price Sheet 2 of 2
IFB 2014-008

**3M Stamark Low VOC Surface Preparation Adhesive
SPA60**

o 5 Gallon pail, 1 each (x2)	\$_____	\$_____
	TOTAL	\$_____

BIDDER:_____

SIGNATURE PAGE

The undersigned represents that he or she:

1. Is duly authorized to make binding offers on behalf of the company;
2. Has read and understands all information, terms, and conditions in the IFB;
3. Has not engaged in any collusive actions with any other potential bidders for this IFB;
4. Hereby offers to enter into a binding contract with the Town of Marana for the products and services herein offered, if selected by the Town of Marana within 60 days from RFP due date;
5. Acknowledges the following addenda issued as part of the IFB:_____.

Company:_____

Signature:_____

Name (Printed):_____

Date:_____

Delivery: _____ days following receipt of order

Offer is irrevocable for _____ days

Prompt Payment Discount:_____

Other Discount(s):_____

Warranty:_____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this IFB:

UNIFORM TERMS AND CONDITIONS

Town of Marana

1 Definition of Terms.

As used in this Solicitation and any resulting Contract/Agreement, the terms listed below are defined as follows:

1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 "Contract" or "Agreement" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers and any Solicitation Amendments or Contract Amendments.

1.3 "Contract Amendment" means a written document signed by the Purchasing Director that is issued for the purpose of making changes in the Contract.

1.4 "Contractor" means any person who has a Contract or Agreement with the Town.

1.5 "Days" means calendar days unless otherwise specified.

1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 "Purchasing Director" means the person, or his or her designee, duly authorized by the Town to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 "Town" means the Town of Marana.

1.13 "Town Fiscal Year" means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code (UCC) and the Marana Town Code.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Town and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Instructions to Offerors;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7. Contract or Agreement for Professional/Consultant Services.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the Town at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with all applicable federal, state, and Town laws, rules, and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Town and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Town shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Town determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Town for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the Town to the person indicated on the Offer and Acceptance form submitted by the Contractor or the Professional Services Agreement unless otherwise stated in the Contract. Notices to the Town required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet unless otherwise stated in the Contract. An authorized designee of the Purchasing Director and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Purchasing Director.

3.7 Property of the Town. Any materials, including reports, computer programs, and other deliverables created under this Contract are the sole property of the Town. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Town.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Town shall be considered the

creator of such Intellectual Property. The department, division, board, or commission of the Town of Marana requesting the issuance of the Contract shall own (for and on behalf of the Town) the entire right, title, and interest to the Intellectual Property throughout the world. The Contractor shall notify the Town, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). The Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Town and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Town. The Intellectual Property shall not be disclosed by the Contractor or its subcontractor(s) to any entity not the Town without the express written authorization of the Town.

4 Costs and Payments

4.1 Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Town within thirty (30) days, unless a different payment schedule is agreed to.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 Town and Local Transaction Privilege Taxes. The Town of Marana is subject to all applicable state transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor and all subcontractors shall hold the Town harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or Town and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the Town of Marana unless not required by law.

4.4 Availability of Funds for the Next Town Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current Town fiscal year. No legal liability on the part of the Town for any payment may arise under this Contract Town fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current Town Fiscal Year. Should the Town Council reduce the appropriations for any reason and these goods or services are not funded the Town may take any of the following actions:

4.5.1 Accept a decrease in price offered by the Contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the Contract and re-solicit the requirements.

5 Contract Changes

5.1 Amendments. This Contract is issued under the authority of the Purchasing Director 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 a person who is not specifically authorized by the Purchasing Director in writing 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.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Purchasing Director. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Director. The Town shall not unreasonably withhold approval.

5.4 Waiver. Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term of condition of this Agreement.

6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification.

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the Town of Marana, its departments, boards, and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Town as a result of entering into this contract. However, the parties further agree that the Town of Marana, its departments, boards, and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result

in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the Town against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the Town of materials furnished or work performed under this Contract. The Town shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6.4 Force Majeure.

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; 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.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4 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.

6.5 Third Party Antitrust Violations. The Contractor assigns to the Town any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Town of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the Town shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the Town.

7.5 Reserved

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, Town and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Town is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Purchasing Director, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 Town's Contractual Remedies

8.1 Right to Assurance. If the Town in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Town's option, be the basis for Contract

under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The Town may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Town after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Purchasing Director shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the Town under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Town may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The Town shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Town, or damages assessed by the Town concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 RESERVED

9.2 Gratuities. The Town may, by written notice, terminate this Contract, in whole or in part, if the Town determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Town for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Town, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The Town may, by written notice to the Contractor, immediately terminate this Contract if the Town determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the Town.

9.4 Termination for Convenience. The Town reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Town without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Town. In the event of termination under this paragraph, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Town upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the Town may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Purchasing Director shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Town on demand.

9.5.3 The Town may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Town for any excess costs incurred by the Town in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims.

All contract claims or controversies under this Contract shall be resolved by the Purchasing Director with appeal to the Town Manager.

11 Arbitration.

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative and political review.

12 Compliance with EEO and Immigration Law

A. Contractor shall comply with all federal and state Equal Opportunity Laws, orders, and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

B. The Contractor warrants that it and any subcontractor who performs any work for the Contractor under this Agreement will at all times comply with all federal immigration laws and regulations that relate to its employees and complies with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The 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 Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and the Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and complies with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The 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 Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

1. If a subcontractor's subcontract is suspended or terminated, the Consultant shall either self-perform the service under the subcontract or retain a replacement subcontractor.
2. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Consultant.

13 Insurance

The bidder shall furnish proof of insurance, prior to commencing work, in the following amounts:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

The Town shall be listed as an additional insured party on all certificates.

Prior to commencing work, the successful Offeror must provide the respective Insurance Certificates, with the Town of Marana named as additional insured party, except for Workmen's Compensation Insurance, to the Purchasing Coordinator at 11555 W. Civic Center Dr. Marana, AZ 85653.