

SERIAL 08103 C TRAFFIC SIGN POSTS

DATE OF LAST REVISION: December 03, 2008 CONTRACT END DATE: November 30, 2011

CONTRACT PERIOD THROUGH NOVEMBER 30, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **TRAFFIC SIGN POSTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 18, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/bg
Attach

Copy to: Materials Management
 Jim Baker, MCDOT

INVITATION FOR BID FOR: TRAFFIC SIGN POSTS

1.0 **INTENT:**

The intent of this Invitation for Bids is to establish a price agreement for traffic sign posts. Material ordered shall be delivered to the Maricopa County Department of Transportation Procurement and Distribution Center, 2222 S. 27th Ave., Phoenix, Arizona 85009, as covered by a purchase order only.

2.0 **SPECIFICATIONS:**

2.1 **TECHNICAL REQUIREMENTS:**

2.1.1 **Material:** Tubing with plain finish is roll formed from 12 gauge hot rolled steel, with ASTM A1011/A1011M Grade 50, pickled and oiled galvanized finish, rolled formed from 12 gauge cold rolled steel, galvanized material per ASTM. A653/A653M-93, Grade 50.

2.1.2 **Finished Galvanized:** Material (cold rolled steel) is to be finished with hot dipped galvanized coating conforming to ASTM A653/A653M, Grade-90. Zinc Coating shall form a bond with the steel so as not to be affected by subsequent forming operations. Corner weld is to be protected against corrosion by “sacrificial action” when zinc is present on intimate adjacent area. **Post must be galvanized both inside and out for the entire length of the post. no exceptions.**

2.1.3 **Shape:** The cross section of the post shall be square tubing formed of 12 gauge steel, carefully formed in size and, if necessary, shall be welded in such a manner that weld or flash shall not interfere with telescoping. Weld flash on corner welded square tubing shall permit a 9/64” radius gauge to be placed in the corner. **Corner weld is the only type of weld acceptable. No surface weld will be allowed except for anchor and sleeve welded together.**

2.1.4 **Perforations:** Hole diameter shall be 7/16” plus or minus 1/64” on 1” centers on all four sides the entire length of the post. Holes shall be on the centerline of each side in true alignment and opposite to each other. All material cuts must be centered between hole patterns and at a 90 degree angle to the length of the material. **No punch out or insert type hole patterns shall be considered.**

2.1.4.1 **Yield/Tensile Properties:** 60,000 PSI Minimum Yield/65,000 Minimum Tensile.

2.1.4.2 **Tolerances:**

Tolerances on outside sizes:

Outside Tolerance at <u>Nominal Outside Dimensions</u>	<u>all sides at corners</u>
2” x 2”	Plus or minus .008”
2-1/4” x 2-1/4”	Plus or minus .010”

Note: Measurements for outside dimensions shall be made at least 2” from end of tube.

2.1.5 **Wall Thickness Tolerance:** Permissible variation in wall thickness is plus .011” minus .005”.

2.1.6 Convexity and Concavity: Measured in the center of the flat side tolerance is plus or minus .010" applied to the specific size determined at the center.

2.1.7 Squareness of Sides and Twists:

Nominal Outside Dimensions	Twist Permissible Squareness Tolerance	N 3' Length
2" x 2"	Plus or Minus .012"	.062"
2-1/4" x 2-1/4"	Plus or Minus .014	.062"

Note: A sample shall be considered to fail if its sides are not 90 degrees to each other by the tolerance listed above.

2.1.8 Straightness to Tolerance: Permissible variation in straightness is 3/16" per 10'.

2.1.9 Corner Radius: Standard outside corner radius shall be 5/32" (0.15625") plus or minus 1/64" (0.015625").

2.1.10 Length: The length of each post shall be specified and have permissible length tolerance of plus or minus 1/8" (0.125")

2.1.11 Cross Section:

Posts shall be of one or more of the following sizes:

<u>Size</u>	<u>Gauge</u>	<u>Weight per Foot, Pounds</u>
2" X 2"	12	2.416
2-1/4" X 2-1/4"	12	2.773

2.1.12 Quality Assurance: The manufacturer shall certify in writing with the bid that the materials offered have been tested in accordance with a certified quality assurance program and indicate the product's yield strength, PSI and their product's tensile strength, PSI and that the manufacturer has supervised all the elements of the fabrication necessary for the manufacturer of the telescopic perforated square tubing and that all materials have proven to be satisfactory for the use intended by these contract documents. ***This requirement is mandatory.***

2.1.13 Telescoping Properties: The finished post shall be straight and shall have a smooth uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than ten feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be cut square.

2.2 DELIVERY:

Delivery shall be F.O.B. Destination within forty-five (45) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.3 EXPEDITED DELIVERY:

2.3.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.3.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.3.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.4 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 **ACCEPTANCE:**

Upon delivery, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.6 **STOCK:**

The Contractor shall be expected to stock, sufficient quantities as may be necessary to meet the County's needs.

2.7 **DISCONTINUED MATERIALS:**

2.7.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.7.1.1 Documentation from the manufacturer that the material has been discontinued.

2.7.1.2 Documentation that names the replacement material.

2.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.8 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.9 BRAND NAME:

The County reserves the right to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.10 INVOICES AND PAYMENTS:

2.10.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.10.1.1 Company name, address and contact
- 2.10.1.2 County bill-to name and contact information
- 2.10.1.3 Contract Serial Number
- 2.10.1.4 County purchase order number
- 2.10.1.5 Invoice number and date
- 2.10.1.6 Payment terms
- 2.10.1.7 Date of delivery
- 2.10.1.8 Quantity
- 2.10.1.9 Contract Item number(s)
- 2.10.1.10 Description of Purchase (product)
- 2.10.1.11 Pricing per unit of purchase
- 2.10.1.12 Extended price
- 2.10.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.10.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.6 ORDERING AUTHORITY.

3.6.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

3.8.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.8.1.1 Compliance with specifications.

3.8.1.2 Price.

3.8.1.3 Determination of responsibility.

3.8.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.9 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.10.1 **One (1) original hardcopy.**

3.10.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.10.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.10.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.10.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.10.2.4 **OTHER DOCUMENTS AS BUYER REQUESTS**

3.10.2.4.1 **Quality Assurance proof.**

- 3.10.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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- 3.10.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

- 3.11 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

- 3.12 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.12.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.12.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.12.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.12.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.12.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 3.12.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

- 3.12.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

- 3.13 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.13.1 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 Procurement Officer 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 USCIS.GOV.

3.13.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.14 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.14.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.14.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.15 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ZUMAR INDUSTRIES, 1917 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET NIGP CODES: 5508502, 5508503, 5508504, 5508505

1.0 PRICING:

ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE	MANUFACTURER	PRICE
1.1 Traffic Sign Post			
1.1.1 Square Tube Sign Post, perforated, 2" x 2" x 10'	3000	Northwest Pipe	24.00/each
1.1.2 Square Tube Sign Post, perforated, 2" x 2" x 12'	2000	Northwest Pipe	28.80/each
1.1.3 Square Tube Sleeve perforated, 2 1/2" x 2 1/2" x 12", per Exhibit 2	4000	Northwest Pipe	3.20/each
1.1.4 Square Tube Anchor, 2 1/4" x 2 1/4" x 18", per Exhibit 3	2500	Northwest Pipe	5.37/each
1.1.5 Square Tube Anchor, 2 1/4" x 2 1/4" x 24", per Exhibit 3	3000	Northwest Pipe	6.78/each
1.1.6 Polypropylene Sleeve, Federal Yellow, 24" Long, 1/16" Wall Thickness	2000	Specialty Co.	6.00/each

Terms: NET 30

Vendor Number: W000003830 X

Telephone Number: 602-252-7446

Fax Number: 602-252-3939

Contact Person: Kevin DeRuiter

E-mail Address: Kevin@zumar.com

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**