ADDENDUM #2 (DT 05/05/09) SEE CHANGES TO BID OPENING DATE, SECTIONS 1.0, 3.2, AND ATTACHMENT A PRICING PAGE (Item # 6.4.1)

ADDENDUM #1 (DTD 04/08/09) SOLICITATION REMOVED FROM HOLD EFFECTIVE 04/08/09. PLEASE SEE CHANGES TO BID OPENING DATE, MANDATORY PRE-BID CONFERENCE DATE, SECTIONS, 1.0, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.14, AND ATTACHMENT A PRICING PAGE

~~THIS SOLICITATION WILL BE ON HOLD UNTIL FURTHER NOTICE~~

NOTICE OF SOLICITATION

SERIAL 09026-C

INVITATION FOR BID FOR: ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN

Notice is hereby given that sealed bids will be received by the Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on ~~April 7th~~ **May 19th** ~~12~~**, 2009** for the furnishing of the following products or materials for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 09026-C INVITATION FOR BID FOR ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT http://www.maricopa.gov/materials *"Develop Bids"*. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

MATTHEW BAUER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3454
EMAIL: BAUERM002@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 27TH ~~MARCH 25TH~~. 2009 AT 10 AM ARIZONA TIME AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/advbd.asp

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

_____

Signature: **Date:**

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NOTICE OF SOLICITATION

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ATTACHMENTS:

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT PAGE
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EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM
EBHIBIT 2	ZONE MAP

INVITATION FOR BID FOR: ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN

1.0 **INTENT**:

The intent of this Solicitation is to establish a listing of qualified suppliers for ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN as defined herein. Multiple awards (listing of qualified suppliers) will be made to ensure adequate competition. The initial ninety (90) day award will be made to the supplier meeting specification and offering the lowest price.

This means responsive/responsible contractors shall be pre-qualified with 90 day firm fixed pricing [Pricing submitted will be held firm for ninety (90) days]. Thereafter, ~~as the services are required~~, each qualified contractor shall be given the opportunity to submit a quote **for the next ninety (90) day interval.** Trip charges will remain constant.

The County reserves the right to solicit additional quotations on projects larger than $50,000.00.

Suppliers shall comply fully with all conditions of this solicitation, for inclusion on the listing of qualified suppliers.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections **2.25** ~~2.19~~ and **2.26** ~~2.20~~, below).

2.0 **SPECIFICATIONS:**

Quantity of material and delivery point: ASPHALT, EMULSIFIED, AND OIL AND PETROLEUM RESIN in amounts to be specified on purchase orders and at times designated by the Maricopa County Department of Transportation (MCDOT).

2.1 PETROLEUM RESIN:

Petroleum resinous type emulsion, Coherex™ or approved equal, shall meet the requirements of section 792 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

2.2 LIQUID AND EMULSIFIED ASPHALT:

MC-70, MC-250, MC-800, CSS-1H, SS-1H and CRS-2h shall meet the requirements of sections 712 and 713 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

2.3 MC-250TR and MC 800TR shall meet the requirements: ~~of Table 1.~~

~~TABLE 1~~ **MC-250TR and MC-800TR**			
PROPERTY	**TEST METHOD**	MC-800TR **REQUIREMENT**	MC-250TR **REQUIREMENT**
Whole Ground Tire rubber content, %		9 min.	9 min.
Kin, Viscosity, 140 F, cst	ASTM D2170	800-1600	250-500
Flash Point,C.O.C., F	ASTM D92	150 Min.	150 Min.
Water, Vol%	ASTM D95	0.2 Max.	0.2 Max.
Distillation Test:	ASTM 402		
Vol. % of Total Distillate to 680F: To 437F		0-0	0-10

To 500F, To 600F		0-35 45-80	15-55 60-87
Residue from Distillation, Vol.%		75 Min.	67 Min.
Test on reside from Distillation:			
Viscosity,140F, poise	ASTM D2171	300-1200	300-1200
Ductility, 77F, cm	ASTM D113	100 Min.	100 Min.
Solubility in TCE, wt%	ASTM D2042	97.0 Min.	97.0 Min.

2.4 MODIFIED EMULSIFIED ASPHALT: (FOR CHIP SEALING)

CRS-2H + LATEX OR SBS POLYMER, MODIFIED ASPHALT EMULSION SHALL MEET THE REQUIREMENTS ~~OF TABLE 2.~~

~~TABLE 2~~ **MODIFIED EMULSIFIED ASPHALT**			
REQUIREMENTS			
PROPERTY	**TEST METHOD**	**LATEX MODIFIED**	**SBS MODIFIED**
Saybolt Furol Viscosity @ 77°F, SFS	ASTM D-244	75 to 300	NA
@122 F, SFS			100-400
Settlement, 5 Days, %	ASTM D-244	5 max.	5 max.
Particle Charge	ASTM D-244	Positive	Positive
Storage Stability 1 day, %	ASTM D-244	1 max.	1 max.
pH	ASTM E-70	NA	6.7 max.
Sieve Test, %	ASTM D-244	0.10 max.	0.30 max.
Residue by, Evaporation, %	ASTM D-244	65 min.	65 min.
Demulsibility, %	ASTM D-244	40 min.	40 min.
Test on Residue by Evaporation - (CT 331)			
Latex or SBS Solids, % (Note 1)	Certificate of Compliance required	2 min.	2.5 min.
Kinematic Viscosity, 275°F,cSt	ASTM D-2170	700 min.	NA
Abs. Viscosity, 140F, Poise	ASTM D-2171	NA	Report
Penetration @ 77F, 100g/5 sec, dmm	ASTM D-5	40 - 90	40 - 100
Ductility,**@** 77°F, 5cm/min, cm	ASTM D-113	75 min.	40 min.
Elastic Recovery, %	AASHTO T301	NA	58 min.
Torsional Recovery @ 77°F, %	CT332	18 min.	NA
Toughness, inch-pounds (Note 2)	ASTM D-5801	NA	150 min.
Tenacity, inch-pounds (Note 2)	ASTM D-5801	NA	110 min.
Solubility in TCE, %	ASTM D-2042	97.5 min.	97.5 min.

Note: (1) By weight of total solids, Asphalt plus Latex solids, or SBS polymer.

Note: (2) Benson Method of test for toughness and tenacity, Scott tester, in pounds @ **77**°F, 20 inches per minute pull rate, tension head 7/8” diameter.

2.5 RUBBER ASPHALT BINDER (RAB): (FOR CHIP SEALING)

RUBBER ASPHALT BINDER (RAB) SHALL MEET THE REQUIREMENTS ~~OF TABLE 3:~~

~~TABLE 3~~ **RUBBER ASPHALT BINDER (RAB)**		
PROPERTY	TEST METHOD	REQUIREMENT
Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance required	5.0 min.
SBS Polymer, %	Certificate of Compliance required	2-3
Penetration @ 77°F, 100g/5 sec, dmm	ASTM D-5	55-75
KinematicViscosity @ 275°F,-cSt	ASTM D-2170	2000 max.
Softening Point, °F	ASTM D-36	140 min.
Solubility, %	ASTM D-2042	97.5 min.
Elastic recovery @ 77°F, 5cm/min, % Recovery after 1 hour	ASTM D-6084 Modified (Modify 10cm to 20cm)	55 min.
Separation of Polymer, 325° F, %	TEX 540-C (see Note)	Report
Retained Penetration Ratio (RTFO Pen. @ 77°F, 100g / 5 sec) / (Original Pen. @ 77º F)	ASTM D-5	0.6 - 1.0

Note: A 350-gram sample of the RAB is poured into a friction-top pint can (approximately 3-1/2 inch diameter by 4 inch height) and stored for 48 hours at 325°F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (Tex 540-C).

Application and storage temperatures shall comply with the following requirements:

Type-Grade	**Recommended Range, °F**	**Max. Allowable, °F**	**Max. Heating and Storage, °F**
RAB	325-360	375	375 (see Note below)

Note: Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For RAB designated for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375°F by the supplier loading through an in-line heater, or by the Contractor just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

2.6 **POLYMER ASPHALT SURFACE SEALER (PASS® or equivalent): (FOR SCRUB SEALING)**

~~POLYMER MODIFIES ASPHALT EMULSION: (FOR SCRUB SEALING)~~

~~POLYMER MODIFIED ASPHALT EMULSION SHALL BE MADE FROM AROMATIC OILS, ASPHALT AND A POLYMER AND SHALL MEET THE REQUIREMENT OF TABLE 4:~~

~~TABLE 4 – POLYMER MODIFIED ASPHALT EMULSION~~		
~~PROPERTY~~	~~TEST METHOD~~	~~REQUIREMENT~~
~~Viscosity, 77°F, SFS~~	~~ASTM D 244~~	~~15 to 150~~
~~Residue by Distillation, %~~	~~ASTM D 244~~	~~65 min..~~
~~pH~~	~~ASTM E 70~~	~~2.0 – 6.0~~
~~Tests on Residue using California Test Method #331~~		
~~Viscosity, ST, 140°F~~	~~AASHTO T 201~~	~~200-800~~
~~Modified Tortional Recovery, %~~	~~CA 332 (Note 1)~~	~~40 min.~~

~~Note: (1) Tortional recovery measurement to include first 30 seconds.~~

The asphalt emulsion shall be a polymer modified rejuvenating Emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications.

The polymer shall be PA-AS- 1, a product of Polymer Science of America, or an equivalent latex polymer.

Section I. Product Specification:

Test on Emulsion	**Method**	**Specification**
Viscosity @77 (SFS)	**ASTM D244**	**50 - 350**
Residue, w%, minimum.	**ASTM D244**	**67**
pH	**ASTM E70**	**2.0-5.0**
Sieve, w%, max.	**ASTM D244**	**0.1**
Oil distillate, w%, max.	**ASTM D244**	**0.5**
Test on Residue(1)		
Viscosity @ 140°F, (P), maximum.	**ASTM D2171**	**3000**
Penetration @ 39.2°F, minimum.	**ASTM D5**	**40**
Elastic Recovery on residue by distillation, %, minimum.	**AASHTO T59, T301 (1,2)**	**60**
Test on Latex:		
Specific Gravity	**ASTM 1475**	**1.08 – 1.15**
Tensile strength, die C dumbbell, psi, minimum	**ASTM D412 (3)**	**500**
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	**ASTM D471(4) Modified**	**40% intact film**
Test on rejuvenating agent:		
Flash point, COC , °F	**ASTM D92**	**> 380**
Hot Mix Recycling Agent Classification	**ASTM D4552**	**See Section II**

(1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

(2) Elastic Recovery @ 10° C (°50 F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

(3) Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

(4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

Section II - Recycling Agent

The recycling agent shall meet the following specification:

Test	Specification
Viscosity, 140° F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

Section III- Material Certifications and Testing

The emulsion manufacturer shall submit to the agency certification that the emulsion meets the specification. The latex manufacturer, through the emulsion supplier (Vendor) shall submit to the agency test results from a laboratory, certification that the latex is cationic and meets the required specifications and that it is supplying the latex for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

The *refinery refining the recycling agent, through emulsion supplier (Vendor) shall submit to the agency test results on the recycling agent and certification that the recycling agent meets the required specifications.

Polymer film's required for testing must be prepared in accordance with this specification. The polymer films used for testing shall be derived from the same 1 quart sample received from the manufacture of the latex. The refinery manufacturing the recycling agent shall submit to the laboratory testing the latex a one quart sample of the recycling agent for use in the swell test.

Certifications and test results on the emulsion, latex and recycling agent must be submitted to the agency and approved by the agency 5 days prior to initially supplying material.

Prior to and during the project the agency may require one quart samples of both the finished emulsion and the latex used in the emulsion. The agency will be allowed to withdraw samples from the supplier's storage tanks and submit to the agency designated laboratory for testing. All samples pulled by the Agency and tested, will be paid for by the Agency.

2.7 TIRE RUBBER MODIFIED SURFACE SEAL ~~(TRMSS~~): (FOR PRESERVATIVE SEALING)

TIRE RUBBER MODIFIED SURFACE SEAL **(TRMSS)** SHALL MEET THE **FOLOWING** REQUIREMENT**S:** ~~OF TABLE 5:~~

~~TABLE 5~~ **TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS)**		
PROPERTY	TEST METHOD	REQUIREMENT
Viscosity, Kreb Unit (KU)	ASTM D 562	35-65
Weight/Gallon	ASTM D2939.07	8.3-8.6
Residue by Evaporation%	ASTM D2939.08	35-**40** ~~45~~
Sieve Analysis	ASTM244 (sec.44-47)	0.1 max
Performance criteria Testing, Note (1)		
Wet Track Abrasion, %, Note (2)	ISSA (TB-100)	<**1** ~~5~~
Accelerated Weathering Test, Note (3)	ASTM G 154	Pass
Asphalt Cement Certificate Of Compliance (4) Ground Whole Tire Rubber %	Certificate of compliance	10 min.
Penetration 77 F,100g,5sec,dmm	ASTM D5	15-55.
Softening Point, F	ASTM D36	130 **Min.**
Solubility % (3 set average)	ASTM D2042	**98.0** ~~97.5~~

Note: (1) TRMSS diluted, ready –to-use.
Note: (2) Calculated weight loss, percentage of original Volume, 1 hour soak.
Note: (3) 1,000 hours. UVA-340 lamp, 0.77 W/m^2(V1.0 calibration), 8 hours UV light @ 50C, 5min. spray, 3.55 hours condensation @ 50C.
Note: (4) Ground whole tire rubber modified asphalt cement.

2.8 **MODIFIED RUBBER TIRE SURFACE SEAL - WITH AGGREGATE (MTR) SHALL MEET THE FOLLOWING REQUIREMENTS:**

MODIFIED RUBBER TIRE SURFACE SEAL – WITH AGGREGATE (MTR)		
Property	**Test Method**	**Requirement**
Chemical Characteristics:		
Classification		**Asphalt Emulsion**
Flammability		**Non-Flammable**
Flash Point		**None**
Color		**Black when dry**
Applicable Standards & Product Test Data for MTR Emulsion:		
Residue by Evaporation %	**ASTM D 2939.08**	**50% min. /55% typical**

Weight per gallon 25 C	**ASTM D 2939.07**	**10 lbs. / gal. min.**
Wet Track Abrasion	**ISSA (TB-100)**	**< 5% loss**
Accelerated Weathering Test	**ASTM G 154**	**Pass (1,000 hrs.)**
Aggregate Content	**Manufacturing control**	**3/lbs. / gal.**
Material Uniformity	**ASTM D 2939.05**	**Pass**
Flash Point	**ASTM D 2939.12**	**Pass**
Drying Time	**ASTM D 2939.13**	**Pass**
Resistance to Heat	**ASTM D 2939.14**	**Pass**
Resistance to Water	**ASTM D 2939.15**	**Pass**
Flexibility	**ASTM D 2939.16**	**Pass**
Wet Flow	**ASTM D 2939.19**	**Pass**
Resistance to Volatilization	**ASTM D 2939.23**	**Pass**
Wet Film Continuity	**ASTM D 2939.22**	**Pass**
Resistance to Impact	**ASTM D 2939.26**	**Pass**
Applicable Standards & Product Test Data for Ground Whole Tire Rubber Modified Asphalt Cement:		
Ground Whole Tire Rubber %	**Terminal Cert.**	**10% minimum**
Penetration 77 , 100 g, 5 sec, dmm	**ASTM D 5**	**15 - 25**
Softening Point, F	**ASTM D 36**	**140 - 160**
Solubility % (3 set average)	**ASTM D 2042**	**98.5 min.**

2.9 HEATED WATER & TRUCK FLUSHING SERVICES:

Vendor shall provide hot water to the County at Vendor's terminal at a minimum temperature of 130°F to enable the County to dilute emulsified products if so desired. The Vendor shall include in this bid a cost for truck flushing service. This service will enable the County to clean distributor trucks, by dissolving with cutback, previously used material in the trucks.
Vendor shall have facilities providing hot water and truck flushing service at the same address/facility where product is stored.

2.10 MATERIAL REJECTION:

Material supplied/delivered by the Vendor which, after testing, if found not to meet minimum specifications will be adjusted and/or rejected in accordance with Section 105 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition and revision.

All products shall meet the specifications as noted in this bid. All equivalents must have prior testing and approval by the Maricopa County Department of Transportation. No substitute products allowed.

2.11 STORAGE FACILITIES:

Vendor shall have storage facilities in the Phoenix metropolitan area where the County can use their own equipment to pick up reasonable and minimum quantities of contract materials as needed from 5:00 A.M. to 5:00 P.M. on weekdays and from 5:00 A.M. to 5:00 P.M. on Saturdays. Vendor shall provide Certified scales and Certified Weigh master at its storage facility.

2.12 DELIVERY:

Vendor will be required to deliver material on 24 hours notice to any section of Maricopa County. Typically, vendor will be required to deliver not less than 10-ton loads unless specifically instructed to deliver a smaller quantity. Flat rates for material delivery and return will be stated by the vendor by zone on the pricing pages of this Solicitation.

2.13 CANCELLATION:

Maricopa County retains the right to cancel order or delivery at any time in event of inclement weather or other emergency, and Vendor shall then deliver the specified materials at proper temperature to the County at a new time at no additional cost.

2.14 EQUIPMENT & PRICES:

Vendor may be called upon to furnish a one man bituminous distributor truck with a capacity of not less than 1300 gallons. Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Construction, Section 404, latest edition and revision, and must have a computerized distribution system. Vendor shall include in the bid the distributor truck rental price per hour, fully operated, and maintained for one man operation.

Vendor may be called upon to furnish a two man bituminous spreader truck capable of uniformly applying Modified Tire Rubber Seal- with aggregate, through a spreader bar and a manual hose spray system. Vendor shall include in the bid the distributor truck rental price per hour, fully operated, and maintained for two man operation.

Vendor shall also submit prices in this bid for storage tanker rental, transport standby time, delivery flat rate, and return delivery flat rates.

2.15 DELIVERY/APPLICATION VENDORS:

Material Vendor shall be fully responsible for the delivery/application of material. All third party delivery/application Vendors must be contracted to the material vendor.

2.16 VENDOR ACKNOWLEDGEMENT:

Vendor signature below acknowledges that <u>all</u> of the specifications herein are met, or that exceptions to these specifications are fully identified in attached data. Amplifying data attached, if any, shall be clearly identified and specific.

2.17 RETURNED MATERIAL CREDIT:

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate paid.

2.18 MARICOPA COUNTY ZONES (MOBILIZATION AND DEMOBILIZATION)

2.18.1 Flat rates for material delivery and return will be stated by the Vendor by zone on the pricing pages of this call for bids. See EXHIBIT 2 for Zone Map.

2.18.2 This pricing is firm throughout the term of the contract and will only be adjusted by the Fuel Cost Price Adjustment (Section 2.24)

2.19 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have one (1) day to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.20 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.21 STOCK:

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

2.22 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.23 INVOICES AND PAYMENTS:

2.23.1 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:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of pounds)
- Contract Item number
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

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

2.23.3 Payment shall 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/).

2.23.4 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.

2.24 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.

2.25 FUEL COST PRICE ADJUSTMENT:

2.25.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.25.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.25.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.25.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.25.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (http://data.bls.gov/cgi-bin/surveymost?wp).

2.25.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: http://www.eia.doe.gov/

2.25.7 The computation of the fuel surcharge amount shall be determined as follows:

2.25.7.1 The fuel cost component from line 22 of Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.25.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.25.7.3 The surcharge shall be added as a separate line item to the invoice.

2.26 STRATEGIC ALLIANCE for VOUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.27 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for a purchasing contract to cover a term of six (6) year period. Initial pricing will be made with ninety (90) day firm fixed pricing [Pricing submitted will be held firm for ninety (90) days. .

3.2 PRICING

Initial pricing will be made with ninety (90) day firm fixed pricing [Pricing submitted will be held firm for ninety (90) days]. Thereafter, ~~every project~~ **each ninety (90) day interval** shall be competitively bid amongst the suppliers currently on the contract. Every vendor on the contract will be given the chance to quote each **item on the contract.** ~~project~~. Any requests for price increase will not be accepted. **Respondents not submitting a quotation shall forfeit their opportunity to supply these items to the County for that ninety (90) day period. Any respondent missing four (4) consecutive pricing quotes will be deemed non-responsive and terminated for default.**

Trip charges are to remain constant within the terms of the fuel pricing escalation section 2.24.

3.3 INDEMNIFICATION:

3.3.1 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, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.3.2 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.

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

3.4 INSURANCE REQUIREMENTS

3.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.4.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.4.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.11 Workers' Compensation:

3.4.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.
(N.B. - $1,000,000 limits on larger contracts)

3.4.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.12 Certificates of Insurance.

3.4.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It

only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 ORDERING AUTHORITY.

3.8.1 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).

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the

County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 SUBCONTRACTING:

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 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:

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

3.23.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 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

3.23.1.4 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.

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

3.23.3 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.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) 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.

3.25.2 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.

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

3.26.1 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.

3.26.2 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.

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.0 **INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)**

4.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Matthew Bauer, Procurement Officer, 602.506.3454
bauerm002@mail.maricopa.gov

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

4.2 EVALUATION CRITERIA.

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

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.2.2 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.

4.3 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.

4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

4.4.1 One (1) original hardcopy.

4.4.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) <u>and all Bid response documents in PDF format.</u>

4.4.2.1 Attachment A (PRICING)-Excel

4.4.2.2 Attachment B (AGREEMENT)-WORD

4.4.2.3 Attachment C (REFERENCES)-WORD

4.4.2.4 Other documents as required

4.4.3 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

SERIAL 09026–C, ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN

4.4.4 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.

4.5 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. <u>Two</u> (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

4.6 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

4.6.1 **Mandatory:** Bid is submitted as required in Section 4.4, above.

4.6.2 **Mandatory:** Attachment "A", Pricing is enclosed;

4.6.3 **Mandatory:** Attachment "B", Agreement is enclosed; and

4.6.4 **Mandatory:** Attachment "C", References is enclosed.

4.7 POST AWARD MEETING:

The Contractor shall 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.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:
www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE THE ATTACHED FORMS TO SUBMIT THEIR BID.

ATTACHMENT A
PRICING

SERIAL 09026-C
NIGP CODES 74508, 74512, 74556
RESPONDENT NAME: _____
VENDOR NUMBER : _____
ADDRESS: _____
P.O. ADDRESS: _____
TELEPHONE NUMBER: _____
FACSIMILY NUMBER: _____
WEB SITE: _____
REPRESENTATIVE: _____
REPRESENTATIVE E-MAIL: _____

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ ]	% _____

FUEL COMPRISES % OF TOTAL DELIVERY CHARGE AMOUNT.

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[ ] NET 10 DAYS	[ ] NET 45 DAYS	[ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS	[ ] NET 60 DAYS	[ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS	[ ] NET 90 DAYS	[ ] 1% 30 DAYS NET 31 DAYS
[ ] NET 30 DAYS	[ ] 2% 10 DAYS NET 30 DAYS	[ ] 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Pricing, per specifications, **ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC): ASPHALT, LIQUID AND EMULSIFIED AND PETROLEUM RESIN**

ATTACHMENT A
PRICING

ITEM #		DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.1		**PETROLEUM RESIN:**	50	_____ /Ton
6.2		**LIQUID AND EMULSIFIED ASPHALT:**		
	6.2.1	MC-70	100	$ _____ /Ton
	6.2.2	MC-250	100	$ _____ /Ton
	6.2.3	MC-250TR	235	$ _____ /Ton
	6.2.4	MC-800	100	$ _____ /Ton
	6.2.5	MC-800TR	235	$ _____ /Ton
	6.2.6	SS-1H	100	$ _____ /Ton
	6.2.7	CSS-1H	100	$ _____ /Ton
	6.2.8	CRS-2h	235	$ _____ /Ton
6.3		**MODIFIED EMULSIFIED ASPHALT:**		
	6.3.1	CRS-2H +LATEX	250	$ _____ /Ton
	6.3.2	BRAND NAME: _____		
	6.3.3.	CRS-2P	250	$ _____ /Ton
	6.3.4	BRAND NAME: _____		
	6.3.5	POLYMER MODIFIED ASPHALT-SCRUB SEAL	200	$ _____ /Ton
	6.3.6	BRAND NAME: _____		
6.4		**RUBBERIZED ASPHALT BINDER**		
	6.4.1	RUBBERIZED ASPHALT BINDER	**250** ~~7716~~	$ _____ /Ton
	6.4.2	BRAND NAME: _____		
6.5		**TIRE RUBBER MODIFIED SURFACE SEAL**		
	6.5.1	TIRE RUBBER MODIFIED SURFACE SEAL	**150** ~~300~~	$ _____ /Ton
	6.5.2	BRAND NAME: _____ Diluted: 2 parts water to 1part concentrate		
	6.5.3	**MODIFIED TIRE RUBBER SEAL- W/ AGGREGATE**	**150**	**$ _____ /Ton**
6.6		**HEATED WATER & TRUCK FLUSH SERVICE**		
	6.6.1	HEATED WATER	5,000	$ _____ /Gal.
	6.6.2	TRUCK FLUSH SERVICE		$ _____ /Each

ATTACHMENT A
PRICING

		LOADED	EMPTY (DEADHEAD
6.7	**DELIVERY FLAT RATE:**		
	ZONE 1/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 2/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 3/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 4/EACH TRIP	$ _____ /Trip	$ _____ /Trip
6.8	**RETURN DELIVERY FLAT RATE:**	LOADED	EMPTY (DEADHEAD
	ZONE 1/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 2/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 3/EACH TRIP	$ _____ /Trip	$ _____ /Trip
	ZONE 4/EACH TRIP	$ _____ /Trip	$ _____ /Trip
6.9	**DISTRIBUTION TRUCK RENTAL:**		
	SPREADING PRICE/HOUR	$ _____ /Hour	$ _____ /Hour
	SPREADING PRICE-O.T./HOUR	$ _____ /Hour	$ _____ /Hour
7.0	**SPREADER TRUCK RENTAL:** **Capable of applying Modified Tire Rubber Seal with Aggregate**		
	SPREADING PRICE/HOUR	**$ _____ /Hour**	**$ _____ /Hour**
	SPREADING PRICE-O.T./HOUR	**$ _____ /Hour**	**$ _____ /Hour**

8.0 **TRANSPORT STANDBY**

TRANSPORT STANDBY/HOUR (after standard no charge allowance): $ _____ /hour

State/define standard no charge allowance REQUIRED: _____ Hours

9.0 **STORAGE TANKER**

STORAGE TANKER RENTAL/DAY RATE: $ _____ /day

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

[] Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE / FAX #
CITY STATE ZIP	DATE
WEB SITE	EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

DIRECTOR, MATERIALS MANAGEMENT	DATE
CHAIRMAN, BOARD OF SUPERVISORS	DATE

ATTESTED:

CLERK OF THE BOARD	DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY	DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION
AND
SMALL BUSINESS PROGRAM INFORMATION

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MC*BIZ*)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of $50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at http://www.maricopa.gov/materials/help/sbe.asp."
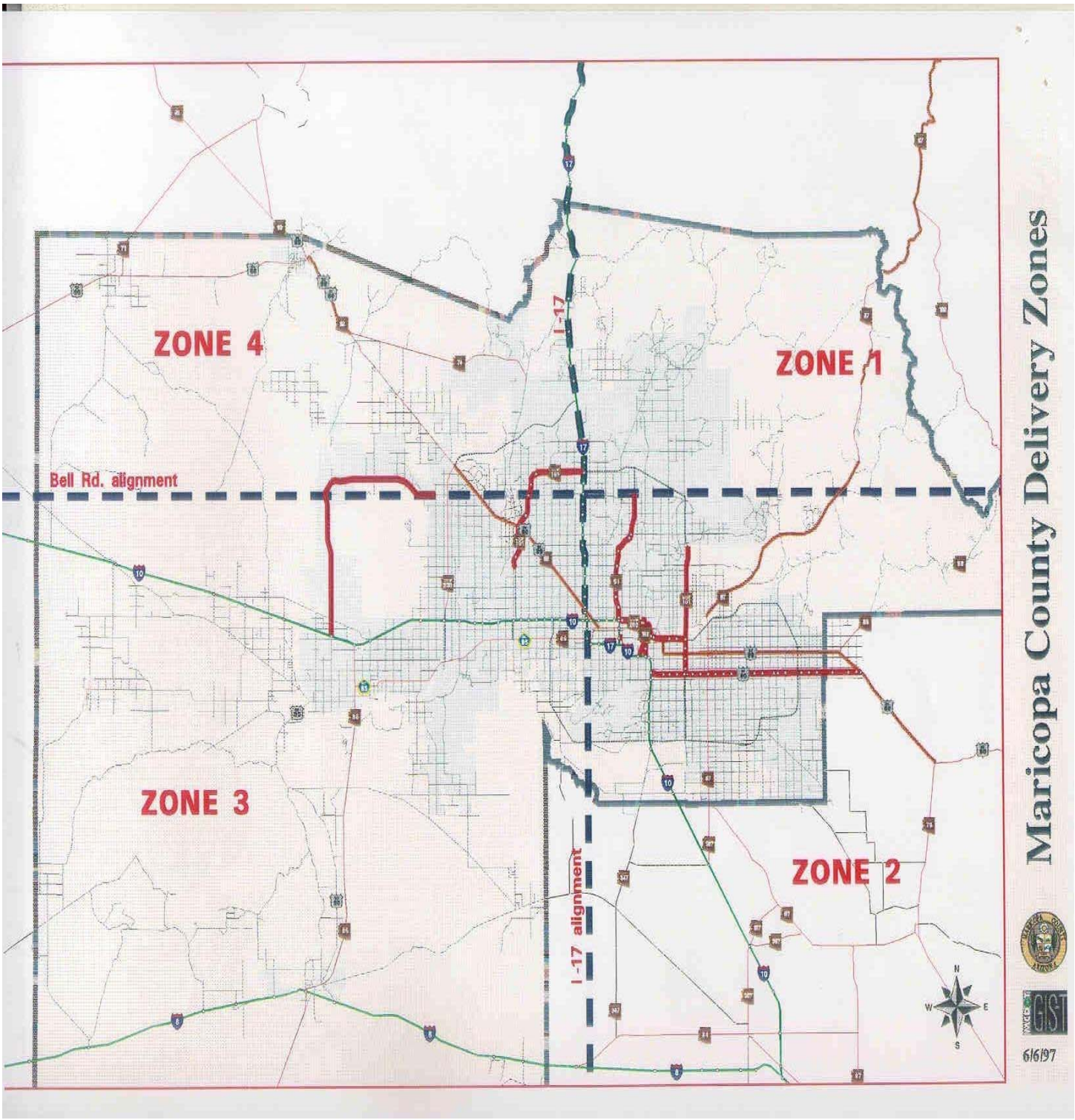
EXHIBIT 2
ZONE MAP