



**PIMA COUNTY**  
PROCUREMENT  
130 W. CONGRESS ST., 3rd FLOOR  
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November 24, 2008

**IFB 0900797: De-Icing, Dust Control & Soil Stabilization**  
**Addendum #6**

Please be aware of the following revisions to the above referenced IFB.

**1. Change** Page 1: Invitation for Bid:

From: "... **DUE IN AND OPENS: NOVEMBER 26, 2008 AT 2:00 P.M. MST** ..."

To: "...**DUE IN AND OPENS: DECEMBER 4, 2008 AT 2:00 P.M. MST** ..."

**2. Replace** Pages 5 through 10: **OFFER AGREEMENT: DE-ICING, DUST CONTROL & STABILIZATION (6 pages)**:

**Note changes under PRICING: 2. The Unit (Gallon) Price of the Liquid Polymer...**

**1. INTENT:**

This document is intended to establish an indefinite delivery/indefinite quantity purchase agreement contract to provide Pima County ("County") with such quantities of de-icing, dust control and soil stabilization products as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. Estimated annual budget for this project is **\$350,000.00**. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *solicitation addenda*, *Instructions to Bidders*, *Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. AGREEMENT TERM, RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

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Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

**3. SUPPLIER MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess valid business license to perform the work and handle the products specified in the terms and conditions. Copies of necessary documentation will be available to Pima County within twenty-four hours upon request.

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Pima County is requesting offers for de-icing, dust control and soil stabilization products. It is the intent of the County to award to one vendor for all items listed. Brand names and manufacturers' numbers are for reference only. A chemical equivalent that will satisfy the requirements defined by the line item as documented on the Price Bid page. The chemical names are given to establish the required quality and performance and are not intended to limit or restrict offer of equivalents by an respondent. Proposed product of equal performance will be considered. If submitting an alternate product, a specification sheet for each product must be submitted with the completed request for offer. Pima County will have final determination on approved equals.

Items and quantities, which may be ordered over the initial term of the blanket contract, are listed below. No guarantee is made to the exact type and/or quantity of any product to be ordered. In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement. All items added to the contract will be subject to the same terms and conditions as the original solicitation.

**All unit prices should be filled in.** Failure to do so may be cause for rejection as non-responsive. The Brand Name and Number shall be listed if bidding on an alternate product. If alternate number is not listed it will designate that vendor is bidding per specifications, no alternate. All pricing shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted Order for services or products and all freight cost shall be included in the offered Unit Price.

**Item # Description**

1. Magnesium Chloride, 30% Minimum (MgC12) Bulk Liquid
2. Magnesium Chloride Solution w/Corrosion Inhibitor (MgC12) 30% Bulk Liquid
3. Mineralized Ice Melter, Complex Chloride Crystal (Sodium, Calcium, Potassium and Magnesium Chloride 79%-84%, Magnesium Chloride Hexahydrate 15%-20%) 50 lb. Bag
4. Acrylic Co-Polymers (Methacrylates/Acrylates Acrylics 40%- 60%) Liquid Bulk
5. Acrylic Co-Polymers (Methacrylates/Acrylates Acrylics Drums 40%- 60%) 55 Gallon Drum

A certificate of analysis, generated by an independent laboratory, must be provided for each delivery prior to product acceptance.

Price Bid Item # 4 will not be inventoried by the County and will be ordered on an as needed basis. The product shall be delivered by truckload and off loaded into Pima County vehicles for immediate application.

The drum deposit is a 100 percent refundable fee that may be charged with delivery. The deposit will be refunded upon return of the drum. All drums will be returned and refunded prior to termination of contract.

- A. Soil stabilization and dust abatement products must be acceptable to PCDOT. Petroleum based resins or pine tar resins are not acceptable for this contract
- B. Soil stabilization and dust abatement material shall be an acrylic, acrylate, and acetate liquid polymer consisting of the following properties in its undiluted state as it is to be delivered to the job site:

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1. Specific Gravity, 258C1.0-1.15
  2. Active Solids Content Min 40%
  3. pH4.0 -9.5
  4. Odor Intensity Slight
  5. Solubility in water Dilutable
  6. Brookfield Viscosity, 258C,cps - Max. 1500
- C. **The Liquid Polymer Soil Stabilizer / Dust Palliative may be one of the following or approved equal. Soiltac**
- D. The emulsion shall be stable, i.e., should not break down when stored in clean closed containers at ordinary temperatures, excluding freezing or boiling, for a minimum of 3 months. It shall be miscible with water in all proportions. The sequestering agents shall make the preparation stable against hard water, thus permitting dilution of the emulsion with almost all types of water. The emulsion shall be non-corrosive to metal containers. The materials shall penetrate into the soil surface at least 1/2-inch and not form a skin at the surface.

**PRICING:**

- A. LIQUID POLYMER SOIL STABILIZER / DUST PALLIATIVE PRODUCT UNIT PRICE
1. The Unit Quantity of the Liquid Polymer product for the purposes of this Bid shall be established as Gallon Units (each) delivered on an as-needed bases through Purchase Orders.
  2. The Unit (Gallon) Price of the Liquid Polymer product for the purpose of this Bid shall be the total cost of the product for the Unit Quantity, and it shall include all costs for providing all labor, materials, equipment, transportation, utilities, services, facilities, incidentals, licenses, permits, fees, testing and certification for the performance of all work as may be necessary to produce, store, load, weigh, **deliver, transfer to the Site of Work as requested by the County as described above regardless of weather conditions.**
  3. The Bidder shall transport the Liquid Polymer product via Distributor, Tanker, Trailer or any combination thereof to the Site of Work. The Site of Work is defined for the purposes of this Bid as any property under the jurisdiction of Pima County.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

Offer(s) will be accepted and executed by the County by issue of a Blanket Contract and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

*Order(s)* for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

**Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision.** The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by a agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the

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COUNTY Procurement Department within one(1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF SERVICES AND PRODUCTS:**

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 from the date of valid invoice document and shall not commence until Supplier's Invoice is received and verified by County Financial Operations.

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or a accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Seller upon renewal of the agreement, Seller shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Seller to implement and actively conduct cost and price control activities, and in its request for price increases Seller shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders*, *Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

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**UNIT PRICES (Net 30 day Payment Terms)**

Award will be based on the Total Bid amount for each group of products. Each group of product will be awarded to one vendor. *All unit prices shall be filled in.* Failure to do so shall be cause for rejection as *non-responsive*. A vendor can bid on one or both groups of products as long as all unit prices are filled in.

**Group One**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Magnesium Chloride, Bulk	400,000	Gal.		
2	Magnesium Chloride Solution Bulk	40,000	Gal.		
3	Mineralized Ice Melter, 50 lb. Bag	4,000	Bags		
	<b>FOB Destination/Unloaded; Cost of freight included in Unit Price</b>			<b>TOTAL BID</b>	

**Group Two**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
4	Acrylic Co-Polymers, Liquid Bulk	40,000	Gal.		
5	Acrylic Co-Polymers, 55 Gallon Drum	100	Drum		
	<b>FOB Destination/Unloaded; Cost of freight included in Unit Price</b>			<b>TOTAL BID</b>	

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as above

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract. **There is no guarantee to minimum or maximum delivery amounts and product may be needed at any location within Pima County.**

**If delivered to Operations Warehouse (1313 S. Mission Tucson Ariz.) it shall be delivered between 7:00 A.M. and 3:00 P.M. M--T**

Supplier guarantees delivery of product or service **in less than five (5) calendar days after issue date of order.** If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

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**9. TAXES, FEES, EXPENSES:**

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 0900797 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. § 35-397, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**12. INSURANCE:**

No additional insurance required.

**13. PERFORMANCE BOND:**

No Performance Bond Required.

**14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>

**(REMAINDER OF THIS PAGE LEFT BLANK)**

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**16. BID/OFFER CERTIFICATION:**

SUPPLIER LEGAL NAME: \_\_\_\_\_

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

REMIT TO ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:  
\_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

By signing and submitting these bid offer and Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes and may not be limited to Pima County Standard Terms & Conditions, and this Offer Agreement. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: \_\_\_\_\_

**END OF OFFER AGREEMENT**

All other terms and conditions remain the same.

Hazel D. Houston  
Commodity Contracts Officer