

Solicitation 2206-015

Erosion Control-Filter/Separators Fabrics

Bid Designation: Public

Maricopa County

Bid 2206-015

Erosion Control-Filter/Separators Fabrics

Bid Number **2206-015**

Bid Title **Erosion Control-Filter/Separators Fabrics**

Bid Start Date **Jun 24, 2021 12:46:19 PM MST**

Bid End Date **Jul 12, 2021 11:30:00 AM MST**

Question & Answer End Date **Jul 6, 2021 11:30:00 AM MST**

Bid Contact **Sovita Shrestha**
Sovita.Shrestha@Maricopa.Gov

Contract Duration **1 year**

Contract Renewal **2 annual renewals**

Prices Good for **90 days**

Bid Comments

INTENT

The Flood Control District of Maricopa County (FCDMC), Arizona is requesting bids for "Erosion Control Fabrics that are used below areas to receive aggregate or riprap slope protection and act as filter/separators to provide sustained permeability while maintaining structural stability. Erosion control fabrics shall be a woven monofilament fabric or a nonwoven fabric consisting only of long chain polymeric filaments such as polypropylene or polyester formed into a stable network that the filaments retain their relative position to each other. The fabric material shall additionally conform to the physical properties shown in Table 796-3 - Erosion Control Geosynthetic properties.

12' Filter Fabric to meet the attached MAG specification.

The Fabric must be 12' wide, the length in not important.

Please provide the cost per roll of Class A and Class B

(1) Arizona Department of Transportation test method.

Standard Specifications for Public Works Construction

Maricopa Association of Governments

This is a bid to establish an open order for the fiscal year FY22 - period from 07/01/2021 - 06/30/2022.

Your price will be valid for the entire year with option of two (2) one (1) year renewals under the same price and T&C's (Terms and Conditions).

BID SUBMISSION

Vendor Bids must be submitted through Periscope Source (BidSync) only. Vendors must view or download all attached forms prior to submitting bids.

All questions/responses shall be submitted electronically to Periscope Source prior to bid closing.

Bid Close and End time for the questions/answers are in MST (Mountain Standard Time).

EVALUATION AND AWARD

Award is made at the sole discretion of the solicitation issuing Department. Maricopa County reserves the right to award in full or in part to a single vendor or multiple vendors.

COMMUNICATION

All questions must be submitted through BidSync ONLY by the date and time listed in the bid.

Item Response Form

Item **2206-015--01-01 - Erosion Control Filter Fabric - 12' wide roll of class A**
Quantity **1 roll**
Unit Price
Delivery Location **Maricopa County**
FLOOD CONTROL ADMINISTRATION
2801 W DURANGO ST
PHOENIX AZ 85009
Qty 1

Description
12' Filter Fabric to meet the submitted MAG specification.
The Fabric must be 12' wide and the length in not important.
Cost per roll: \$

Item **2206-015--01-02 - Erosion Control Filter Fabric - 12' wide roll of class B**
Quantity **1 roll**
Unit Price
Delivery Location **Maricopa County**
FLOOD CONTROL ADMINISTRATION
2801 W DURANGO ST
PHOENIX AZ 85009
Qty 1

Description
12' Filter Fabric to meet the submitted MAG specification.
The Fabric must be 12' wide and the length in not important.
Cost per roll: \$



OFFICE OF PROCUREMENT SERVICES QUICK QUOTE

Notice is hereby given that Maricopa County is conducting this request for quotes, electronically through an outside agent, BidSync.com.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to www.BidSync.com and select the "Bid Notifications- Get Started option". Registration has no cost, and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE REVIEWED.**

Bidders and Proposers are solely responsible for submitting bids, proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (ITN, RFP, ROQ, or any other solicitation notice).

Any bid, proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

For assistance, please contact BidSync Vendor Support via phone or email, during regular business hours: 1-800-990-9339 or agency-support@BidSync.com

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR QUOTE CAN BE LOCATED AT
<http://www.maricopa.gov/procurement/>

ANY ADDENDA TO THIS INVITATION FOR QUOTE WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE QUOTE NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT WWW.BIDSYNC.COM.

FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.

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

<https://www.maricopa.gov/2191/Open-Solicitations>

TERMS & CONDITIONS

Revised 11-29-2018

- 1.0 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. Also, Maricopa County posts general terms and conditions on its web site, and those applicable terms and conditions are also incorporated by reference. <https://www.maricopa.gov/DocumentCenter/View/6515/Article-09-PDF?bidId=>
- 1.1 Bids may be modified prior to bid opening by bid addenda. Addenda are included in an updated bid document. It is the sole responsibility of any bidder to ensure that it has any and all addenda. Failure of any bidder to receive any addenda shall not relieve such bidder from any obligation under his bid as submitted.
- 1.2 Maricopa County advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other County links for modifications to bid documents. Maricopa County is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.
- 1.3 The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.
- 1.4 Maricopa County reserves the right to award this quote to multiple vendors. 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.
- 2.0 SHIPPING:
- Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s). Any additional charges for freight shall be listed as a separate line item on any solicitation response. Maricopa County reserves the right to use a third party carrier if it is in the best interest of the County.
- 3.0 EXPEDITED DELIVERY:
- 3.1 If the Using Agency determines that expedited delivery 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.
- 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.
- 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
- 4.0 ORDERING AUTHORITY:
- Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.
- 5.0 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:
- 5.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

- 5.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.0 SPECIAL TERMS & CONDITIONS:

6.1 QUOTATION TERM:

This Request for Quotation is for awarding a firm, fixed price purchasing quotation to cover a one (1) year period, unless otherwise noted.

6.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Quotation up to a maximum of two (2), 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 Office of Procurement Services Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original quotation period.

6.3 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.4 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either.

6.4.1 Cancel the stop-work order; or

6.4.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.4.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.5 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.5.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

- 6.5.2 Make progress, so as to endanger performance of this contract; or
- 6.5.3 Perform any of the other provisions of this contract.
- 6.5.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.6 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.

7.0 INVOICES AND PAYMENTS:

- 7.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 7.1.1 Company name, address and contact
- 7.1.2 County bill-to name and contact information
- 7.1.3 Quote Number
- 7.1.4 County purchase order number
- 7.1.5 Invoice number and date
- 7.1.6 Payment terms
- 7.1.7 Date of service or delivery
- 7.1.8 Quantity (number of days or weeks)
- 7.1.9 Description of Purchase (product or services)
- 7.1.10 Pricing per unit of purchase
- 7.1.11 Freight (if applicable)
- 7.1.12 Extended price
- 7.1.13 Total Amount Due

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

7.1.13.2 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 Quote Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

7.1.13.3 Payment: The County's preferred method of payment is a government issued MasterCard (p-card). If a vendor does not accept p-card, payment will be made through made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process.

7.1.13.4 Contractors shall complete the Vendor Registration Form, and EFT Registration forms located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

7.1.13.5 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.

7.1.13.6 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.

8.0 TAXES:

The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. There shall be no tax levied against labor. Tax is not a determining factor in evaluating price.

9.0 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

10.0 TAX (COMMODITIES):

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

11.0 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 Quote. 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 quote.

12.0 AMENDMENTS:

All amendments to this Quote shall be in writing, approved and sent out via BIDSYNC as an Addendum. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

13.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to any annual anniversary or bi-annual date etc. 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.

14.0 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

15.0 UNIFORM ADMINISTRATIVE REQUIREMENTS:

Revised 11-29-2018

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

16.0 FEDERAL IMMIGRATION AND NATIONALITY ACT:

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The County may, at its sole discretion require evidence of compliance during the evaluation process. Should the County request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for award.

17.0 NON-COLLUSION, EMPLOYMENT, AND SERVICES:

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that the Offeror did/does not:

- 17.1 Engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 17.2 Discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability.

18.0 INDEMNIFICATION:

- 18.1 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 Quote. 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 Quote by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 18.2 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.
- 18.3 The scope of this indemnification does not extend to the sole negligence of County.

19.0 INSURANCE:

- 19.1 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++, VII or higher. 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.
 - 19.1.1 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 Quote is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Quote.
 - 19.1.2 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
 - 19.1.3 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.

Revised 11-29-2018

- 19.1.4 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.
- 19.1.5 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 Quote.
- 19.1.6 The insurance policies required by this Quote, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 19.1.7 The policies required hereunder, except Workers' Compensation, and Errors and 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.
- 19.2 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, \$1,000,000 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.

19.3 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 Quote.

19.4 WORKERS' COMPENSATION:

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 Quote; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.

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 Quote.

19.5 CERTIFICATES OF INSURANCE:

19.5.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete 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.

19.5.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

19.5.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

19.6 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.

20.0 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Quote for convenience by providing thirty (30) calendar days advance notice to the Contractor.

21.0 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this quote in whole or in part if the Contractor fails to:

21.1 Deliver the supplies or to perform the services within the time specified in this quote or any extension;

21.1.1 Make progress, so as to endanger performance of this quote; or

21.1.2 Perform any of the other provisions of this quote.

21.1.3 The County's right to terminate this quote under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

22.0 EMPLOYMENT VERIFICATION

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

22.1.1 By entering into the Quote, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). 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 Quote. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Quote and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

22.1.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Quote to verify compliance with paragraph 22.1.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Quote and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Quote for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

23.0 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

23.1 In accordance with section MCI-371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Quote for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly

Revised 11-29-2018

authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

- 23.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Quote are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

24.0 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 24.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 24.2 That is offered or given with the intent to influence a decision, obtain a Quote, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Quote.

25.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 25.1 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:

- 25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 25.1.2 have not within 3-year period preceding this Quote 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 Quote 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;
- 25.1.3 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
- 25.1.4 Have not within a 3-year period preceding this Quote had one or more public transaction (Federal, State or local) terminated for cause of default.
- 25.1.5 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 25.1.6 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 Quote.

26.0 SUPPLEMENTAL PRICING INFORMATION:

Revised 11-29-2018

- 26.1 Supplemental Pricing page shall be submitted with all quotes in order to be considered for evaluation to award. Failure to comply may result in your quote not being considered.

27.0 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

SUPPLEMENTAL PRICING INFORMATION

DATE:	
VENDOR NAME:	
CONTACT NAME:	
MAILING ADDRESS:	
FEDERAL TAX ID NUMBER:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL:	
TOTAL QUOTE PRICE	Price \$ _____ Freight \$ _____ Tax \$ _____ Total \$ _____
DELIVERY DATE:	30 Days: YES <input type="checkbox"/> NO <input type="checkbox"/> IF NO: _____ DAYS
TERMS:	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS <input type="checkbox"/> OTHER _____
TRANSACTION PRIVILEGE/SALES TAX RATE:	Provide the combined applicable Transaction Privilege Tax (TPT) rate (i.e. sales taxes)* for any sales made by your firm under this contract: _____% (*Include all applicable state, city, county, or special taxing jurisdictions in this rate).
*QUOTE EXPIRES:	*90 Days: <input type="checkbox"/> 1 Year: <input type="checkbox"/>
ACCEPT P-CARD:	YES <input type="checkbox"/> NO <input type="checkbox"/>

You have read and agreed to the terms and conditions listed above.

I have read and accept all aforementioned terms and conditions; I attest that I am authorized to submit this offer on behalf of my company. Please sign and upload to BidSync, no typed/written signatures will be accepted.

Please sign and upload to BidSync, no typed/written signatures will be accepted.

Signature _____ Title _____ Date _____
(Electronic Signature)

SECTION 796

796.2.3 Erosion Control: Erosion control fabrics are used below areas to receive aggregate or riprap slope protection and act as filter/separators to provide sustained permeability while maintaining structural stability.

Erosion control fabrics shall be a woven monofilament fabric or a nonwoven fabric consisting only of long chain polymeric filaments such as polypropylene or polyester formed into a stable network that the filaments retain their relative position to each other. The fabric material shall additionally conform to the physical properties shown in Table 796-3.

TABLE 796-3			
EROSION CONTROL GEOSYNTHETIC PROPERTIES			
Property	Class A	Class B	Test Method
Grab tensile strength: lbs.	270 min.	200 min.	ASTM D4632
Elongation at break: %	45min., 115 max.	15 min., 115 max.	ASTM D4632
Puncture strength: lbs.	110 min	75 min.	ASTM D4833
Burst strength: psi	430 min.	320 min.	ASTM D3786
Trapezoidal tear: lbs.	75 min.	50 min.	ASTM D4533
Permittivity: second ⁻¹	0.07 min.	0.07 min.	ARIZ-730 ⁽¹⁾
Apparent opening size: US Standard sieve size	30 – 140	30 - 140	ASTM D4751
Ultraviolet Stability: %	70 min.	70 min.	ASTM D4355

(1) Arizona Department of Transportation test method.

Question and Answers for Bid #2206-015 - Erosion Control-Filter/Separators Fabrics

Overall Bid Questions

Question 1

Is there an estimated project value? (Submitted: Jun 28, 2021 9:35:03 AM MST)

Answer

- No project estimate, these materials are used as needed for maintenance repairs on earthen dams and channel banks. (Answered: Jun 28, 2021 10:50:21 AM MST)

Question Deadline: Jul 6, 2021 11:30:00 AM MST