MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 6 Effective Date: September 12, 2007	2. Contract No.: 05-128 Effective Date: October 1, 2005
3. Contracting Officer: John Wight, CPPB Telephone Number: 352-343- 9479	5. Contractor(s)-Name and address: Mariani Asphalt Tampa LLC 5201 Causeway Blvd Tampa, FL 33675 Contact: David Drehmer 813-623-3941
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt preferably, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: **Add to existing contract 05-128: The negotiated cost of 55 gallon closed drums of EPRS (Pick-up at Tampa Facility) - $27.00/each.**

7. Contractor's Signature: NA Name Title Date	9. Lake County, Florida By: John Wight Senior Contracting Officer 9/12/07 Date
10. Distribution: Original - Bid Folder Copies - Department (Post on Intranet) Contractor	

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 5 Effective Date: September 30, 2007	2. Contract No.: 05-128 Effective Date: October 1, 2005
3. Contracting Officer: John Wight, CPPB Telephone Number: 352-343- 9479	5. Contractor(s)-Name and address: Mariani Asphalt Tampa LLC 5201 Causeway Blvd Tampa, FL 33675 Contact: David Drehmer 813-623-3941
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt preferably, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: **The contract provides for additional twelve (12) months renewal and the County would like to extend the contract through 9/30/08**

RC70, Liquid Asphalt tanker rental for $400 per month, extend through 9/30/08.

(Revise as needed based on current market conditions)

7. Contractor's Signature: David R. Drehmer Name V.P. - Sales + Marketing Title 9/13/07 Date	9. Lake County, Florida By: Senior Contracting Officer 9-5-07 Date
10. Distribution: Original - Bid Folder Copies - Department (Post on Intranet) Contractor	

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 4 Effective Date: April 2, 2007	2. Contract No.: 05-128 Effective Date: October 1, 2005
3. Contracting Officer: John Wight, CPPB Telephone Number: 352-343- 9479	5. Contractor(s)-Name and address: E.A. Mariani Asphalt Company 5201 Causeway Blvd Tampa, FL 33675 Contact: David Drehmer 813-623-3941
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> preferably, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: **Reduction in pricing – effective 4/2/07:**

RC-70, Delivered in tanker load quantities - $3.04 per gallon

RC-250, Delivered in tanker load quantities - $3.04 per gallon

EPRS, picked up at Tampa facility - $1.75 per gallon

7. Contractor's Signature: NA Name Title Date	9. Lake County, Florida By: Senior Contracting Officer 4/4/07 Date
10. Distribution: Original - Bid Folder Copies - Department (Post on Intranet) Contractor	

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 3 Effective Date: February 2, 2007	2. Contract No.: 05-128 Effective Date: October 1, 2005
3. Contracting Officer: John Wight, CPPB Telephone Number: 352-343- 9479	5. Contractor(s)-Name and address: E.A. Mariani Asphalt Company 5201 Causeway Blvd Tampa, FL 33675 Contact David Drehmer 813-623-3914
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt preferably, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: **Reduction in pricing – effective 2/2/07:**

RC-70, Delivered in tanker load quantities - $3.05 per gallon

RC-250, Delivered in tanker load quantities - $3.05 per gallon

EPRS, picked up at our Tampa facility - $1.77 per gallon

7. Contractor's Signature: **NA – See confirming letter** Name Title Date	9. Lake County, Florida By: John Slight Senior Contracting Officer 2-22-07 Date
10. Distribution: Original - Bid Folder Copies - Department (Post on Intranet) Contractor	

e.a. Mariani asphalt company
5201 Causeway Blvd. • P.O. Box 75497 • Tampa, FL 33675 • Phone (813) 623-3941 • Fax (813) 628-410

February 2, 2007

Lake County Procurement Services
315 West Main Street
Suite 416
Tavares, FL 32778-7800

Re: Contract # 05-128; Modification of Contract Prices, Effective February 2, 2007

Dear Mr. Wight:

Current conditions in the petroleum arena are affording us the opportunity to share a decrease in price at this time, from the current prices that have been in effect since October 1, 2006. This decrease is for cutback and emulsion products with the County, per conditions outlined in the Modification of Contract form and my August 30, 2006 correspondence to you. The new pricing is effective today's date, February 2, 2007, and will remain Firm through March 31, 2007. At or near that point in time it will be reviewed and revised as needed based on current market conditions. This process will again be repeated during each 90 day period of the Contract year.

Pricing, to be Effective 2/2/07 would be as follows:

RC-70, Delivered in tanker load quantities - $3.05 per gallon

RC-250, Delivered in tanker load quantities - $3.05 per gallon

EPRS, picked up at our Tampa facility - $1.77 per gallon

I can be reached by cell phone at 813/ 436-6137, at most any time convenient to you, should we need to discuss anything relative. As always, we want to thank you for your past business and the opportunity to do continued business with the County.

Respectfully,

David R. Drehmer
VP - Marketing

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 2 Effective Date: October 1, 2006	2. Contract No.: 05-128 Effective Date: October 1, 2005
3. Contracting Officer: John Wight, CPPB Telephone Number: 352-343- 9479	5. Contractor(s)-Name and address: E.A. Mariani Asphalt Company 5201 Causeway Blvd Tampa, FL 33675 Contact: David Drehmer 813-623-3941
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt preferably, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: **Extension of contract through 9/30/07**

Inclusive of the conditions stated in the attached letter, dated 8/30/06, from David R. Drehmer.

8. Contractor's Signature David R. Drehmer Name V.P. - Marketing Title 8/30/06 Date	9. Lake County, Florida By: John Wight Contracting Officer 8-27-06 Date
10. Distribution: Original - Bid Folder Copies - Department (Post on Intranet) Contractor	

e.a. Mariani asphalt company
5201 Causeway Blvd. • P.O. Box 75487 • Tampa, FL 33675 • Phone (813) 623-3941 • Fax (813) 626-410

August 30, 2006

Lake County Procurement Services
315 West Main Street
Suite 416
Tavares, FL 32778-7800

Re: Contract # 05-128; Price Adjustment for September 2006

Dear Mr. Wight:

As you are aware, the costs for anything petroleum related have risen dramatically since we bid to supply Lake County the RC and EPRS products for the above referenced contract a year ago. The increased costs from our suppliers are cause for us to request a change in pricing to you for these products, as allowed in the Contract, Effective September 1, 2006. The new pricing would remain Firm through the calendar month of September when the contract year expires.

Pricing, to be Effective 9/1/06 would be as follows:

RC-70, Delivered in tanker load quantities - $3.27 per gallon

RC-250, Delivered in tanker load quantities - $3.27 per gallon

EPRS, picked up at our Tampa facility - $2.01 per gallon

I am attaching copies of our price lists from both when supply was bid and current, for your reference. Please note that the FDOT Index for RC products, which includes no freight or additives, etc., has risen by $1.49 per gallon during this same period, as well. As you know, the bid contract prices were to be Firm for 180 days, which has passed. Regrettably, as you can see by the backup attached, we are no longer able to provide product at those bid numbers with the vast increases in costs we have absorbed to this point.

If you would advise of your receipt of this request and allow as to it's acceptability by the County it would be appreciated. I can be reached by cell phone at 813/ 436-6137, at most any time convenient to you, should we need to discuss anything relative. As always, we want to thank you for your past business and the opportunity to do continued business with the County.

Respectfully,

David R. Drehmer
VP - Marketing

BID/RFP AWARD RECOMMENDATION FORM

TITLE: LIQUID ASPHALT **DOCUMENT NO.: 05-128** **OPENED: August 31, 2005**

AWARD __X__ NO AWARD _____ CONTRACT RENEWAL _____ EXPENDITURE INCREASE:

LIST BELOW BIDDERS/RESPONDENTS WHOSE BIDS/RFPS HAVE IRREGULARITIES OR ERRORS OF ANY KIND (FROM BID/RFP REVIEW SHEETS)

North Florida Emulsions responded with "No Bid" on item #2 EP-RS.

Balckidge Emulsions was declared non-responsive. Did not submit Addendum, as required per Section 2.7 "Bidders Responsibility, Item C.

RECOMMENDED AWARD: E.A. Mariani Asphalt Company

RECOMMENDATION BASED ON: TOTAL BID __X__ GROUP _____ ITEM _____ COMBINATION

HIGHEST RANKED RESPONDENT _____ OTHER

IF ABOVE RECOMMENDATION IS OTHER THAN TO LOWEST RESPONSIVE, RESPONSIBLE BIDDER OR TO OTHER THAN THE HIGHEST RANKED RESPONDENT, FULLY EXPLAIN RATIONALE BELOW.

BID DELIVERABLES REQUIRED PRIOR TO CONTRACTING: None

SUBMITTED BY _____ DATE 9/19/05
CONTRACTING OFFICER

APPROVED BY _____ DATE 9.19.05

APPROVED BY _____ DATE _____

COMMENTS:

REQUIRED ATTACHMENTS (IN ORDER BACK TO FRONT) : BID/RFP LOG, ATTENDANCE LIST, BID TALLY SHEET, SPREADSHEETS (AS APPLICABLE), DEPARTMENTAL RECOMMENDATION(S), OTHER ITEMS PERTINENT TO RECOMMENDATION, CONTRACT LOG (TERM & SUPPLY ONLY), THIS FORM.

Lake County
Florida

CONTRACT NO. **05-128**

for **LIQUID ASPHALT**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of E. A. MARIANI ASPHALT CO (hereinafter "Contractor") to supply **Liquid Asphalt** to the County pursuant to County Bid number **05-128** (hereinafter "Bid"), addenda nos. N/A opening dated August 31, 2005 and Contractor's August 24, 2005 Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments:

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **10/1/05** through **9/30/06** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: _____
Contracting Officer

Date: 9/19/05

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

Office of Procurement Services **315 W. Main, Suite 416** **(352) 343-9839**
P.O. Box 7800 **Fax(352) 343-9473**
Tavares, Florida 32778-7800

Lake County, Florida
Office of Procurement Services

TERM AND SUPPLY CONTRACT ANNOUNCEMENT

Date: September 19, 2005

To: Department Directors

From: Regina Frazier, Interim Procurement Services Director

The Office of Procurement Services is pleased to announce that the term and supply contract is now available for your department's use. This contract will simplify and expedite ordering thereby allowing your personnel to concentrate on their primary job duties while taking advantage of the favorable, consolidated pricing established through this contract.

Please copy this announcement and route to your administrative personnel and/or other personnel responsible for requisitioning or ordering these goods/services. Blanket or other orders over $1,000 must be requisitioned through Procurement Services. Individual orders for less than $1,000 may be placed directly with the contractors using the Purchasing Card

Contract questions should be directed to the Contracting Officer noted below. Thank you.

Contracting Officer/Phone:	John Wight / 352-343-9479
Contract Number(s):	05-128
Items:	Liquid Asphalt, Cutback RC70; EP-RS; RC-250 with anti-stripping agent
Contract Period:	October 1, 2005 through September 30, 2006
Renewal Option(s):	Two (20 one (1) year renewals
F.O.B. Point:	Destination
Credit Terms:	NET 30
Delivery:	Not applicable
Minimum Order:	None
Special Instructions:	EP-RS will be a drum refill process at the Tampa location. County will bring drums to Tampa to be filled.
Contractor(s):	E.A. Mariani Asphalt Company 5201 Causeway Blvd Tampa, FL 33675 Contact: David Drehmer Phone: 813-623-3941
Item Listing:	See attachments (pages)

BID TABULATION

Liquid Asphalt

Bid #05-128

Item	E.A. Mariani	North Florida Emulsions	Blacklidge Emulsions
25,000 gallons Liquid Asphalt, Cutback RC70	1.76/gal	2.24/gal	1.99/gal
1,500 gallons EP-RS	1.40/ga	No Bid	No Bid
50,00 gallons RC-250 with anti stripping agent	1.78/gal	2.19/gal	No Bid

1

2

3

e.a. Mariani asphalt company
5201 Causeway Blvd. • P.O. Box 75437 • Tampa, FL 33675 • Phone (813) 628-3941 • Fax (813) 626-410

August 25, 2005

Lake County Procurement Services
315 West Main Street
4th Floor, Room 416
Tavares, FL

Re: ITB # 05-128 Addendum 1: Additional Information

Dear Mr. Wight:

I am providing this sheet, attached to Addendum # 1, per your instructions. This is being provided simply to make clear the understanding that the EPRS product, solely, is in fact planned to be a drum refill process at our Tampa location, in which drums would be brought to us by the County to be filled. Therefore the EPRS would not be a delivered to location(s) in Lake County situation. The pricing contained in our submittal reflects the appropriate FOB, Tampa pricing to reflect that for that singular product.

Pricing on the RC-70 and RC-250 products in this submittal remain based on delivery by our company to Lake County location(s).

Respectfully,

David R. Drehmer
VP - Marketing

OFFICE OF PROCUREMENT SERVICES
315 W. MAIN STREET, SUITE 416
PO BOX 7800
TAVARES, FLORIDA 32778-7800
PHONE: 352-343-9839
FAX: 352-343-9473

www.lakegovernment.com

ADDENDUM #1

Date: August 17, 2005

BID #05-128

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding documents. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.**

1. The **closing date** is being changed from August 24, 2005 at 3:00PM (local time) to **August 31, 2005 at 3:00PM (local time).**

2. The BID PROPOSAL FORM is being changed to the following:

AUGUST 24, 2005

BID PROPOSAL FORM

TO: Lake County Board of County Commissioners
Office of Procurement Services

The undersigned hereby declare that [type firm name] E.A. MARIANI ASPHALT CO. have carefully examined the specifications to furnish:

for which bids were advertised to be received on and further declare that [type firm name] E.A. MARIANI ASPHALT CO. makes this binding offer to furnish the according to specifications.

ITEM	QTY.	DESCRIPTION	UNIT	EACH	TOTAL
1.	25,000	LIQUID ASPHALT, CUTBACK RC70	gallons	$ 1.76	$ 44,000.00
2.	1,500	EP – RS	gallons	$ 1.40	$ 2,100.00
3.	50,000	RC-250 with anti stripping agent	gallons	$ 1.78	$ 89,000.00

District One JENNIFER HILL | District Two ROBERT POOL | District Three DEBBIE STIVENDER | District Four CATHERINE HANSON | District Five WELTON G CADWELL

Addendum #1 cont'd

WILL YOUR FIRM ACCEPT THE VISA PURCHASING CARD? YES X NO _____

Acknowledgement of Addendum # 1 [initial & date] DRD 8/24/05

Addendum # 2 _____ Addendum # 3 _____ Addendum # 4 _____

F.O.B.: DESTINATION – Delivery Lake County Location(S) As Required

Delivery After Receipt of Order: ONE (1) Days

Prompt Payment Discount: - % - days: Net 30 Days

Firm Fixed Price valid for 180 days [minimum 90 days]

Have you supplied the required Technical Information? X YES _____ NO

Have you completed, signed and had notarized the CONFLICT OF INTEREST Form?
X YES ___ NO

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES
This section is optional and will not effect bid award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this bid shall be responsible for its own purchases and shall be liable only for materials ordered and received by it. (Check one) Yes _____ No X

The County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. and, that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Bid.

Firm Name: D.A. MARIANI ASPHALT COMPANY Date: 8/24/05

Signature: David R. Drehmer Title: V.P. - MARKETING

Typed/Printed Name: DAVID R. DREHMER

e.a. arlani asphalt company
5201 Causeway Blvd. • P.O. Box 75487 • Tampa, FL 33675 • Phone (813) 628-8941 • Fax (813) 626-410

August 25, 2005

Lake County Procurement Services
315 West Main Street
4th Floor, Room 416
Tavares, FL

Re: ITB # 05-128 Addendum 1: Additional Information

Dear Mr. Wight:

I am providing this sheet, attached to Addendum # 1, per your instructions. This is being provided simply to make clear the understanding that the EPRS product, solely, is in fact planned to be a drum refill process at our Tampa location, in which drums would be brought to us by the County to be filled. Therefore the EPRS would not be a delivered to location(s) in Lake County situation. The pricing contained in our submittal reflects the appropriate FOB, Tampa pricing to reflect that for that singular product.

Pricing on the RC-70 and RC-250 products in this submittal remain based on delivery by our company to Lake County location(s).

Respectfully,

David R. Drehmer
VP - Marketing

INVITATION TO BID (ITB)

LAKE COUNTY, FLORIDA **OFFICE OF** **PROCUREMENT SERVICES**	**ITB NO: 05-128** **ISSUE DATE: JULY 29, 2005** **CONTRACTING OFFICER: JOHN WIGHT, CPPB** **PHONE NO: 352.343.9479** **FAX NO: 352.343.9473** **EMAIL: jwight@co.lake.fl.us**
SUBMIT BID PROPOSAL / OFFER PRIOR TO:	**SUBMIT TO:** **See Section 2.3**

DESCRIPTION: LIQUID ASPHALT (see section 1.3 Specifications)

NON-BID REPLY

If you do not want to respond to this ITB at this time, or, would like to be removed from the Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.

_____ Not interested at this time; keep our firm on Lake County's Bidders List for future bids of this product / service

_____ Please remove our firm from Lake County's Bidders List for this product / service.

The below named bidder makes the attached offer and hereby agrees to furnish the products and/ services pursuant to all requirements, specifications, terms and conditions contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her bid. By my signature I certify that this offer / bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

COMPANY NAME: E. A. MARIANI ASPHALT COMPANY			DATE: AUGUST 10, 2005
MAILING ADDRESS: P. O. BOX 75437			PHONE: 813-623-3941 FAX: 813-626-4103
CITY: TAMPA	STATE: FLORIDA		ZIP: 33675
SSN OR FEDERAL TAX NO: 59-0782166	TITLE OF AUTHORIZED REPRESENTATIVE: VICE PRESIDENT - MARKETING		
E-MAIL: dr.dave@excite.com		WEB URL:	
AUTHORIZED SIGNATURE: David R. Drehmer		PRINTED NAME: DAVID R. DREHMER	

Invitation to Bid

Due by 3:00pm local time on

PURPOSE: The Lake County Board of County Commissioners (Cou
competitive sealed bids (offers) to furnish potential solutions for

SECTION 1.0 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1.1 Procurement Rules:

A. IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these documents.

B. The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements.

C. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the County.

D. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this ITB.

1.2 Definitions:

A. The term "**Invitation to Bid**" (ITB) means this invitation to make an offer to the Lake County Board of County Commissioners.

B. The term "**bidder**" means the entity making an offer to the Lake County Board of County Commissioners in response to this invitation.

C. The term "**bid proposal**" means the offer submitted by the bidder.

D. The term "**contractor**" means a bidder that is awarded a contract as a result of this Invitation.

E. The term "**County**" means Lake County, Florida, Board of County Commissioners (BCC).

F. The terms "**you**" and "**your**" means the same as the term "bidder" above.

1.3 Specifications:

Each product and service offered in your bid proposal shall meet or exceed each of the following requirements:

Maintenance Area II 2300 West Griffin Road Leesburg, FL 34748	County owned stationary tank, 6,000 gallon
Maintenance Area II 609 Disston Avenue Minneola, FL 34755	County owned stationary tank, 6,000 gallon
County Job Site Location varies as to projects Instructions/locations provided as ordered	County owned portable tank, 6,000 gallon

1.4 Award:

A. **IF** the County awards a contract(s) as the result of this Invitation to Bid, the County shall award the contract(s) to the lowest responsive and responsible bidder, all other considerations being equal, in accordance with criteria specified within this Invitation to Bid document.

B. As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bid proposals received.

1.5 Firm Fixed Price:

Each price offered in your bid proposal shall be a firm-fixed, net delivered price exclusive of any tax. Any bid proposal containing a modifying or "escalator" clause will not be considered. The bid price for each item shall include all packing, handling, shipping charges and inside delivery (unless otherwise specified) to any point(s) within

Lake County, Florida. Each item shall be priced separately.

1.6 F.O.B. Point:

The F.O.B. point for any product ordered as a result of this Invitation to Bid shall be **F.O.B.: DESTINATION.** The title for each item will pass from you, the seller, to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between you and the carrier. The County will not consider any bid proposal showing a F.O.B. point other than F.O.B.: Destination.

SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

2.1. Invitation to Bid (ITB) Closing Date:

The original bid proposal and complete copy of the bid proposal shall be sealed and delivered to the Lake County Office of Procurement Services no later than the date and time listed below. Any bid proposal received after this time will not be considered and will be returned unopened to the submitter.

2.2. Proposed Schedule:

A. ITB release date –
B. ITB closing date – **at 3:00 pm local time.**
C. Award of Contract –

2.3. Delivery of Bid Proposals:

A. Unless a package is delivered by the bidder in person, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.

B. To be considered for award, a bid proposal must be **received and accepted** in the Procurement Services Office prior to the official closing date and time. Allow sufficient time for transportation and inspection.

C. Each package shall be clearly marked: ITB **Ensure that your bid proposal is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening.**

D. If you plan on submitting your bid proposal package **IN PERSON**, please bring it to:
LAKE COUNTY PROCUREMENT SERVICES

315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

E. If you submit your bid proposal package by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:
LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

F. If you submit your bid proposal package by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:
LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

G.

2.4. <u>Public Bid Opening:</u>

A. At the date and time specified above, all bid proposals that have been timely accepted by the County will be opened, recorded, and accepted for consideration. The names of the Bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) days after the official bid closing date.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact Procurement Services at 352.343.9839 at least five (5) days prior to the date.

2.5. <u>Questions Concerning ITB:</u>

A. Questions concerning any portion of this ITB shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this ITB. Questions should be submitted before the pre-bid meeting and at least seven (7) days before the closing date.

B. Mark subject line or cover page or envelope "Questions on ITB

Submit questions to:

Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839, Fax: 352.343.9473,
E-mail:

C. Failure by a bidder to ask questions or request changes by the dates indicated above shall constitute the bidder's acceptance of the requirements set forth in this ITB.

D. No answers given in response to questions submitted shall be binding upon this ITB unless released in writing as an addendum to the ITB by the Lake County Office of Procurement Services.

2.7 Bidder's Responsibility / Clarification and Addenda:

A. While the County has used considerable efforts to ensure an accurate representation of information in this ITB, you, the Bidder, are urged to conduct your own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this ITB. Before submitting a bid proposal, you shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which you will rely. If you receive an award because of your bid proposal submission, failure to have made such investigations and examinations will in no way relieve you of your obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim for additional compensation or relief.

B. It is incumbent upon you to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing to the person listed above (fax 352.343.9473 and e-mail are acceptable) in accordance with procedures set forth in the section above. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

C. If the County revises (amends) this ITB, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site: http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx. You must acknowledge each amendment in your bid proposal. Failure to acknowledge each addendum may prevent your bid proposal from being considered

for award. **It is solely your responsibility to ensure that you have received all addendums to this ITB <u>before</u> submitting your bid proposal.**

D. By submitting a bid proposal you are representing that:

1. you have read and understand this ITB's specifications and requirements; and
2. your bid proposal is made in accordance therewith; and
3. you are familiar with the local conditions under which you and your proposed product(s) and/or service(s) must perform.

2.8 Restricted Discussions:

A. From the date of issuance of this ITB until final County action, you as a potential Bidder shall <u>not</u> discuss the ITB or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact for this ITB. Violation of this restriction will result in REJECTION of your bid proposal.

B. You shall not initiate or execute any negotiation, decision, or action as a result of any verbal discussions with any County employee or agent. Only those communications that are in writing from the authorized County representative identified in Section 2.6 of this ITB shall be considered pertinent to this ITB. Only written and appropriately signed communications from prospective Bidders will be considered by the County.

2.9 Conflict of Interest Disclosure:

Each Bidder shall complete and have notarized the attached disclosure form (Form 1 B) of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.10 Public Entity Crimes:

A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not accept any bid proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

B. By submitting a bid proposal in response to this ITB, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a bid proposal to the County.

2.11 Bid Proposal Package:

A. See **Section 5: Submittal Requirements** for specific requirements.

B. The bid proposal forms shall be signed by an official authorized to legally bind the Bidder to its provisions.

C. Terms and conditions differing from those in this ITB shall be cause for disqualification of the bid proposal.

2.12 Bid / Offer Validity Period:

Each bid proposal / offer shall be valid for not less than ninety (90) calendar days after the ITB closing date. Bid proposals with terms less than this may be rejected without consideration.

2.13 Withdrawal of Bid Proposal:

You may withdraw your bid proposal or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your bid proposal. Negligence upon your part in preparing your bid proposal confers no right of withdrawal after the time fixed for the submission of bid proposals.

2.14 Bid Proposal Acceptance / Rejection:

A. The County reserves the right to accept or reject any or all bid proposals received as a result of this ITB. The County reserves the right to waive any informalities, defects, or irregularities in any bid proposal, or to accept that bid proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.

B. The County has the sole discretion and reserves the right to cancel this ITB, and to reject any and all bid proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.

C. The County reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the County. Options contained in this paragraph shall also be at the County's sole discretion.

D. In the event there is a discrepancy between the total amount or the extended amount and the unit prices submitted, the unit price will prevail and the corrected sum shall be considered the bid proposal price.

E. In the event of default by the contractor, the County reserves the right to award

the contract to the next lowest responsive and responsible Bidder without any further competition.

2.15 Minor Irregularities:

The County reserves the right to waive minor irregularities in submitted bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.16 Incurred Expenses:

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a bid proposal or offer, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or contract agreement. By submitting a bid proposal, you, the Bidder, agree that all costs associated with the preparation of your bid proposal will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the bid proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

2.17 Delivery:

A. Any delivery resulting from an award from this Invitation to Bid shall be made during the normal working hours of the County. Time is of the essence and the delivery shall be made in accordance with the specified delivery schedules or as soon as possible after receipt of the purchase order, contract or procurement card order.

B. If you are awarded a contract from this Invitation to Bid and you fail to deliver or perform on or before the required date, the County reserves the right to **CANCEL** the purchase order or contract and make the purchase elsewhere, and you will be required to compensate the County for any difference in price paid for the product or service.

C. You are solely responsible for making any and all claims against carriers for missing or damaged items. The County will assist with your claims as required. Partial shipments are not acceptable unless otherwise stated in the purchase order or other contract document.

2.18 Damaged and/Or Late Shipments:

The County has no obligation to accept a damaged or late shipment and reserves the right to return, at your expense, any damaged item even though the damage was not apparent or discovered until after receipt of the item. You shall promptly notify the County contact person of any potential late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not received in accordance with the

contract.

2.19 Receipt and Acceptance:

Any item shipped as a result of the award of this Invitation to Bid will be received by the County Department placing the order pending final inspection. The County will not accept any shipment until it passes the County's final inspection for quantity, quality and conformance to specifications. Final inspection shall be conclusive except for latent defects, fraud or such gross mistakes that amount to fraud. Until final acceptance, and after any rejection, risk of loss will remain with the contractor unless the loss results from negligence on the part of the County.

2.20 Discounts:

The County will consider all discounts except those for prompt payment in determining the lowest net cost for evaluation purposes. Prompt payment discounts shall be computed from date of receipt of correct invoice or receipt and acceptance of product(s), whichever is later.

2.21 Lake County Board of County Commissioners (County) Is Tax-Exempt:

A. The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service proposed. The County will sign an exemption certificate if submitted by the contractor.

B. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

2.22 Disputes/Exceptions:

A. Any prospective Bidder who disputes the reasonableness or appropriateness of any item within this ITB document, any addendum to this ITB document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the bid proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the Lake County Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.

B. Any prospective Bidder who may have any exceptions to any requirements set forth in this ITB or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted bid proposal. All such exceptions shall be evaluated by the County.

2.23 Minimum Specifications:

The specifications set forth in Section 1 are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder. All bid proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the bid proposal.

2.24 Silence Of Specifications:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.25 No Confidentiality Of Information:

A. When a decision for award is made or ten (10) calendar days after the bid proposal package is opened, whichever is earlier, the bid proposal package becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid proposal does not affect this right.

B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Bidder submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled **"trade secret."** The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Bidder labels all or most pages "trade secret," the bid proposal may not be considered for award.

C. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

D. Fees for copies of documents, records, materials, and/or reproductions will be charged in accordance with the County's prevailing fee schedules. Copyrighted material may be inspected.

SECTION 3.0 - CONTRACT PROVISIONS

3.1 Contract:

A. **Bid Proposal Is Binding**: The bid proposal (offer) that you, the Bidder, make to the County will be considered a binding offer for not less than ninety (90) calendar days from the closing date. The County may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The signed bid proposal shall be considered an offer by you and such offer shall be deemed accepted if the County issues you a purchase order, other contractual document, or places an order using a County credit card.

B. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and the County's authorized representative with the same degree of formality evidenced in the contract resulting from this ITB.

C. If there is any question about the authenticity of a purchase order, contract, or change order promptly contact the Office of Procurement Services at 352.343.9839.

3.2 No Assignment of Contract

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Lake County Procurement Services Director.

3.3 Governing Laws:

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.4 Licenses/Certificates:

A. The County reserves the right to require documentation that each Bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida.

B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your bid proposal and/or before

awarding a contract.

C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the County will deem you to be in breach of contract and will take all appropriate actions.

3.5 State Registration Requirements

A. Any corporation submitting a bid proposal in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

B. Any partnership submitting a bid proposal in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

C. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us)

3.6 Performance Investigations

As part of its evaluation process, the County may make investigations to determine your abilities to perform under this ITB. The County reserves the right to REJECT your bid proposal if you fail to satisfy the County that you are properly qualified to carry out the obligations under this ITB.

3.7 Indemnification and Hold Harmless:

If awarded a contract as a result of this ITB, you, the contractor, agree for good and valuable consideration in the amount of ten dollars ($10.00) to protect, defend, indemnify and hold the Lake County BCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

3.8 Disclaimer of Liability:

The County will not hold harmless or indemnify any respondent for any liability whatsoever.

3.9 Cancellation /Termination of Contract

A. Each term and condition of the contract is material and any breach or default by Bidder in the performance of each such term and condition shall be a material breach or default of the entire contract for which the County shall have the right to terminate the contract immediately, without penalty or liability. The Bidder will be given notice of any problems and an opportunity to discuss same with the Contracting Officer and County Project Manager prior to being given official notice.

B. Termination for Default. The County's Project Manager shall notify the Contractor in writing of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have ten (10) days to correct same or to request, in writing, a hearing. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the County's Project Manager within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the contract, and the County shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract.

C. Termination for County's Convenience. The performance of work under this contract may be terminated in accordance with this clause in whole or in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

D. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the Contractor shall be reimbursed for the reasonable documented value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract.

3.10 Prime Contractor:

A. If the bid proposal includes product, equipment, services, software or supplies marketed by other suppliers, the contractor shall act as the prime contractor for all such items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB.

B. The Bidder shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All subcontractors will be subject to review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County.

C. The contractor shall be responsible for all insurance, permits, licenses, etc., for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide the insurance certificates.

3.11 Grant Funding:

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the Bidder hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the Bidder by the County upon request.

3.12 Payment Terms:

A. The County will remit full payment on all undisputed invoices in accordance with the terms of the contract and Chapter 218.F.S.

B. The County generally will not make any payment on a partial delivery.

C. The County will not consider any bid proposal that requires prepayment.

D. **By submitting a proposal (offer) to the Lake County Board of County Commissioners, the bidder expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the bidder to the County for any legal obligation between the bidder and the County, including, but not limited to intangible taxes, personal property taxes, fees, damages, and commissions.**

3.13 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any

activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from any agreement derived from this ITB shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

3.14 <u>Patents and Royalties:</u>

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its options and expenses, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any

such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

3.15 Waiver of Claims:

Once the contract expires, or final payment has been requested and made, you only have thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, the County will consider that you have waived any right to claims against the County concerning the contract.

3.16 Force Majeure:

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.17 Other Agencies

If you are awarded a contract from this ITB, and with your consent, other agencies may make purchases in accordance with your awarded bid proposal. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.18 Material Safety Data Sheet (MSDS):

It is your responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, you shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

3.19 Codes and Regulations:

Each product and/or service provided within the scope of this ITB shall comply with all applicable prevailing codes and regulations.

3.20 Safety:

A. All services, practices and items furnished as a result of this Invitation to Bid shall comply with the federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, State of Florida and/or local safety or environmental codes. Your lack of knowledge of these requirements will not relieve you of your responsibilities. Failure to comply with this requirement shall be considered a breach of contract.

B. Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.21 Records & Right to Audit:

The contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

SECTION 4.0 SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are in addition to and supercede any conflicting item in the Standard Terms and Conditions.

4.1 TERM & SUPPLY BIDS

A. CONTRACT PERIOD: Any contract awarded from this Invitation to Bid shall be effective for the approximate thirty-six (36) month period commencing on the date of award, or as specified in the contract document.

B. OPTION TO EXTEND CONTRACT: The County reserves the sole right to extend said contract for two (2) additional one (1) year periods at the same pricing structure, specifications, and terms and conditions of any contract derived from this Invitation to Bid.

C. ESTIMATED QUANTITIES: The quantities listed herein are **estimated annual** requirements only and are given only to allow for preparation of your bid proposal. **NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be an indefinite quantity type. The contractor shall deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.

D. UNIT OF ORDER: The minimum unit of order shall be ***gallons.*** Units may be ordered anytime during the term of the contract.

E. CONTRACT PRICING: The price(s) offered shall remain firm during the initial contract period. The price(s) for contract extension period(s) may be adjusted based on the Price Redetermination clause listed below.

F. Price Re-determination - General:

The contractor may petition the Contracting Officer for price re-determination within forty-five (45) days of the expiration of each term of the contract. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the appropriate commodity for the Southeast Region as published by the U.S. Department of Commerce during the past 12-month period. Any price re-determination will include all items awarded. If the County and the contractor cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

Price Redetermination - Fuel:

If the retail price of fuel increases by ten percent (10%) or more from the price of gasoline or diesel fuel (depending upon what the contractor primarily uses) as published by the Oil Price Information Service (OPIS) OPIS for unleaded gasoline / diesel, Florida

PAD 1, Orlando, on the BID/RFP closing date, or the beginning date of the contract, the contractor may petition the Office of Purchasing Director (Director) for an increase in the contract price(s). Any increase in the contract price(s) will be the pro-rata cost of fuel to the contractor's total cost of the product or service.

[example: if the cost of fuel increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by one-point-two percent (1.2 %)]

The contractor shall provide a complete written cost analysis for each contract price to be adjusted. This analysis shall include all costs including administrative, overhead, material(s), labor [labor units per price and actual documented labor cost per hour], fuel, insurance, profit, and any other direct cost associated with providing each product or service. Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs. The contractor shall be solely responsible for providing documentation on the OPIS prices.

If the Contracting Officer grants an increase in the contract price based upon increases in fuel prices, then the Contracting Officer may also automatically adjust the contract price downward if the cost of fuel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the County and the contractor cannot agree on any price redetermination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

G. ADDITIONAL GOODS & SERVICES: Goods and services of a similar nature, but not specifically identified in this Invitation to Bid, may be added to any resultant contract upon mutual consent of the County and the awarded contractor.

H. MATERIAL STANDARDS: Materials used under this contract must meet the Florida Department of Transportation Standard Specifications for Road and Bridges Construction, current edition.

I. TRANSPORTATION REQUIREMENTS: The product must be transported and handled in accordance with OSHA Regulation 1910.106 and applicable DOT regulations.

SECTION 5.0 - INSURANCE REQUIREMENTS

5.1 Each bidder shall include in its bid proposal package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Bidder must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

5.2 A certificate of insurance indicating that the awarded bidder (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.

5.3 The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.

5.4 Such policies of insurance shall insure the contractor in accordance with the following minimum limits:

- General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	

- Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

- Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required

by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

5.5 Certificate(s) of Insurance

- **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on the general liability policy

- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

- Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.

- Certificate holder shall be:

  LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
  AND THE BOARD OF COUNTY COMMISSIONERS.
  P.O. BOX 7800
  TAVARES, FL 32778-7800

5.6 The contractor shall be responsible for subcontractors and their insurance.

5.7 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

5.8 All insurance companies must be authorized to transact business in the State of Florida.

5.9 The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.

5.10 Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

5.11 Neither approval by the County of any insurance supplied by the contractor, nor a failure to disapprove that insurance, shall relieve the contractor of full responsibility of liability, damages and accidents as set forth herein.

SECTION 6.0 – SUBMITTAL REQUIREMENTS

The original bid proposal and complete copy of the bid proposal shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. (See Section 2.3 above). Any bid proposal received after this time will not be considered and will be returned unopened to the submitter.

6.1 Economy of Presentation:

A. Each bid proposal shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid proposal must be on completeness and clarity of content.

B. To expedite the evaluation of bid proposals, it is **mandatory** that Bidder follow the format and instructions contained herein.

C. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for presentations and/or demonstrations if requested.

6.2 Bid proposal Guidelines:

A. To facilitate analysis of its bid proposal, the Bidder shall prepare its bid proposal in accordance with the instructions outlined in this section. If the Bidder's bid proposal deviates from these instructions, such bid proposal may, in the County's sole discretion, be rejected.

B. The County emphasizes that you concentrate on accuracy, completeness, and clarity of content.

C. **COMPLETING YOUR BID PROPOSAL:** When you submit your bid proposal package, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The Bid Proposal Form(s) shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

D. **BID PACKAGE**: Type/print the Invitation to Bid Number, Bid Title, and the closing date and time on the front of the bid proposal envelope / package. **Ensure that your**

bid proposal is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid proposal or in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature. Submit each required sample in a separate package with your firm's name clearly marked on it as well as the bid number and title. Unless previous instructions direct otherwise, submit one original and one copy of the complete bid proposal package (2 total packages).

E. Telegraphic, verbal, electronic or facsimile (fax) bid proposals will not be considered for award.

F. Complete the Bid Proposal Form(s).

i.

ii. Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.

iii. Insert the maximum number of days from the time you receive the purchase order or contract until you deliver the product or service.

iv. Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.

v. Insert the number of days or months that your price will remain firm.

vi. Complete the information required and sign the form where indicated.

G. References: Provide at least three (3) recent references where the proposed product or service has been used within the past 3 years. Please use the form attached.

AUGUST 10, 2005

BID PROPOSAL FORM

TO: Lake County Board of County Commissioners
Office of Procurement Services

The undersigned hereby declare that [type firm name] E. A. MARIANI ASPHALT COMPANY have carefully examined the specifications to furnish:

Liquid Asphalt

for which bids were advertised to be received on ***Wednesday, August 24, 2005*** and further declare that [type firm name] E.A. MARIANI ASPHALT COMPANY makes this binding offer to furnish the ***liquid asphalt*** according to specifications.

ITEM	QTY.	DESCRIPTION	UNIT	EACH	TOTAL
1.	50,000	LIQUID ASPHALT, CUTBACK RC70	GALS	$ 1.76	$ 88,000.00

WILL YOUR FIRM ACCEPT THE VISA PURCHASING CARD?
YES X NO _____

Acknowledgement of Addendum # 1 [initial & date] _____

Addendum # 2 _____ Addendum # 3 _____ Addendum # 4 _____

EXCEPTIONS TO SPECIFICATIONS : All items offered must be in compliance with the specifications herein. If you are taking exception, indicate those exceptions on your company letterhead and attach to this Invitation to Bid.

F.O.B.: DESTINATION – Delivery Lake County Location(S) As Required

Delivery After Receipt of Order: ONE (1) Days

Prompt Payment Discount: - % - days: Net 30 Days

Firm Fixed Price valid for 180 days [minimum 90 days]

Have you supplied the required Technical Information? X YES _____ NO

Have you completed, signed and had notarized the CONFLICT OF INTEREST Form?
X YES ___ NO

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES
This section is optional and will not effect bid award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this bid shall be responsible for its own purchases and shall be liable only for materials ordered and received by it. (Check one) Yes _____ No X

The County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of

any proposal as they may deem to be in the best interest of the County.

This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. ***05-128*** and, that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Bid.

Company E. A. MARIANI ASPHALT COMPANY

Per DAVID R. DREHMER (print name)

Signature Name David R. Drehmer

References

#1 Agency	County of Volusia, Road+Bridge
Address	123 West Indiana Ave.
City,State,ZIP	DeLand, FL. 32720-4608
Contact Person	Lynne Bates
Telephone	386/822-5792
Date(s) of Service	Pre-2002 - 8/6/2005 (Current)
Type of Service	RC-70, Delivered
Comments:	Current Use
#2 Agency	Highlands County
Address	590 South Commerce Ave.
City,State,ZIP	Sebring, FL. 33870-3701
Contact Person	David Norsco
Telephone	863/402-6526
Date(s) of Service	2002 - 8/6/2005
Type of Service	RC-70, Delivered
Comments:	Current Use
#3 Agency	City of Tampa, DPW
Address	3806 East 26th Ave.
City,State,ZIP	Tampa, FL 33605-1626
Contact Person	Richard Hickman
Telephone	813/622-1981
Date(s) of Service	Pre-2002 - 8/6/2005
Type of Service	RC-70, Pickup
Comments:	Current Use

Form 1 B - Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I *(printed name)* David R. Drehmer am the *(title)* Vice President-Marketing and the duly authorized representative of the firm of *(Firm Name)* E.A. Mariani Asphalt Company whose address is 5201 Causeway Blvd. (P.O. Box 75437) Tampa, FL. 33675, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: David R. Drehmer

Printed Name: David R. Drehmer

Firm Name: E.A. Mariani Asphalt Company

Date: 8/9/05

Sworn to and subscribed before me this 9th day of August 2005

Personally Known ✓

OR Produced Identification _____, Type of Identification _____

My Commission Expires 9-7-05

NOTARY PUBLIC STATE OF FLORIDA
VICTORIA J. HALL
COMMISSION # DD050983
EXPIRES SEP 07 2005
BONDED THROUGH
AA INSURANCE COMPANY

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NS MARIA-1

DATE (MM/DD/YYYY) 08/15/05

PRODUCER
Brown & Brown Insurance
17757 US Highway 19 N, Ste 660
P.O. Box 2456
Clearwater FL 33757-2456
Phone: 727-461-6044 Fax: 727-442-7695

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

E. A. Mariani Asphalt Company
Gem Seal, Inc., Et al
P. O. Box 75437
Tampa FL 33675

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Co.	22322
INSURER B:	Amerisure Mutual Ins. Co.	23396
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $5000 Deductible Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GEC0001118903	03/01/05	03/01/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 5,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	AEC0001119003	03/01/05	03/01/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	UEC0001119203	03/01/05	03/01/06	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC129626112	04/10/05	04/10/06	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A		OTHER Physical Damage Hired Vehicle	AEC0001119001	03/01/05	03/01/06	Limit Ded	$60,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

LAKEC-6

Lake County, Florida
Procurement Services
Lake County Admin Building
315 W. Main St., Ste. 416
Tavares FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE John O Shelton

© ACORD CORPORATION 1988

MATERIAL SAFETY DATA SHEET

Date last revised: 05-01-05 *Doc Code: MSDSRC70*

I. General Information

Chemical Name & Synonyms
RC type cutback asphalt
Grades 70-3000

Trade Name & Synonyms
RC-70 RC-250
RC-800 RC-3000

Hazardous Materials Identification System (HMIS)

HEALTH	FLAMMABILITY	REACTIVITY	PERSONAL PROTECTION
3	3	1	C

Proper DOT Shipping Name
Tars,Liquid,3,UN1999,PGIII

DOT Hazard Classification
3

Manufacturer
E.A. Mariani Asphalt Co., Inc.

Manufacturer's Phone #
623-3941

Manufacturer's Address
5201 Causeway Blvd
Tampa, FL 33619

Infotrac Phone #
1-800-535-5053

II. Hazardous Ingredients

Ingredient	*CAS NO.*	*Percent*	*Threshold Limit Value*
Asphalt fumes	8052-42-4	55-80	5 mg/m^3 (ACGIH)*
Petroleum naptha	64742-89-8	45-20	not established

III. Physical Data

Boiling Point (°F)
200°F

Specific Gravity (H_2O=1)
0.90 - 0.99

Vapor Pressure (mm HG.)
<1

Percent Volatile by Volume
27 - 50%

Vapor Density (Air =1)
>5

Evaporation Rate (butyl acetate=1)
0.08 solvent portion

Solubility in Water
None

pH
N/A

Appearance & Odor
Dark viscous liquid. Strong hydrocarbon solvent and asphalt odor.

IV. Fire & Explosion Hazard Data

Flash Point (Test Method)
21°F (tag closed cup)

Auto Ignition Temperature

Flammable Limits

LEL	*UEL*
ND	ND

Extinguishing Media
Water, water fog, CO_2, or dry chemical.

Special Fire Fighting Procedures

The following procedeures for this type of product are based on the recommendations in the National Fire Protection Association's "Fire Protection Guide on Hazardous Materials," 8th edition, 1984:

Use water spray, dry chemical, foam, or carbon dioxide. Water or foam may cause frothing. Use water to keep fire-exposed containers cool. Water spray may be used to flush spills away from exposures. Minimize breathing gases, vapor, fumes, or decomposition products. Use supplied-air breathing equipment for enclosed or confined spaces or as otherwise needed.

Unusual Fire & Explosion Hazards

FLAMMABLE LIQUID. VAPOR MAY EXPLODE IF IGNITED IN AN ENCLOSED AREA. Studies have shown that relatively low flash point substances, such as hydrogen sulfide and low-boiling hydrocarbons, may accumulate in the vapor space of hot asphalt tanks and bulk transport compartments. As a precaution, keep ignition sources away from vents and openigns, including prevention of accumulation of pyrophoric iron sulfide. Asphalt Institute Publication 852-20230 contain furtherinformation and guidance on the safe storage and handling of hot asphalt.

V. Health Hazard Data

Carcinogen- NTP Program
No

Carcinogen- IARC Program
Yes

Benzene: This product contains less than 0.1% benzene which is a listed carcinogen by the NTP and the IARC. Chronic exposure to high levels of benzene has been shown to cause cancer (leukemia) in humans and other adverse blood effects (anemia).
Asphalt, Cutback: This product contains 100% "asphalt extract" (asphalt and hydrocarbon blend). The IARC has concluded that there is inadequate evidence that bitumens (asphalts) alone are carcinogenic to humans. However, IARC also concluded that asphalt extracts, i.e. asphalts dissolved in hydrocarbon solvents, are carcinogenic to animals. We strongly recommend that all exposure to this product be minimized by following the protection precautions outlined in this bulletin.

Symptoms of Exposure, First Aid, and Protection

EYES

High concentrations of vapor/mist and/or accidental splash may cause eye discomfort. Thermal burns may result from contact with hot product. Flush eyes with water for 15 minutes and get immediate medical attention, especially in case of product contact.

SKIN

Prolonged or repeated contact can defat skin and lead to irritation and/or dermatitis. Contact with hot product may result in thermal burns. Ccontact with hot product should be flushed with cool water immediately to dissipate heat. Consult a physician for burns. Wash exposed skin with soap and water. Remove contaminated clothing and thoroughly clean and dry before reuse.

INHALATION

Vapor harmful. High vapor concentrations can cause headaches and nausea. Excessive vapor concentrations can cause irritation of the nose, throat, and central nervous system depression. H_2S ags may lead to death (refer to section VI). If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing and get medical attention.

INGESTION

Ingestion is unlikely. Harmful or fatal if aspirated into lungs. If swallowed, do not induce vomiting, get medical attention.

Additional Health Data

Health studies have shown that many petroleum hydrocarbons and synthetic lubricants pose potential health risks which may vary from person to person. Materials similar to the naptha ingredient in this product have been shown to produce kidney damage in male rats following

prolonged inhalation exposures. Following extensive research, this effect appears to be unique to the male rat and is to be considered to be of little or no relevance in terms of human health risk.

Note: the hazard determinations of this product are based on information from one or more of the following: hazards of similar products, hazards of the ingredients, and/or technical literature. Some of the physical tests, such as the flash point, may have been performed on this product.

VI. Reactivity Data

Stability \ ___ *Unstable*
/ X *Stable*

Conditions To Avoid
Open flame, sparks, or any source of ignition. Hot material contact with water may result in violent foaming.

Incompatibility/Materials to Avoid
Strong oxidants such as chlorine, concentrated oxygen, sodium hypochlorite, and calcium hypochlorite.

Hazardous Polymerization \ ___ *May Occur*
/ X *Will Not Occur*

Conditions To Avoid
None known

Hazardous Decomposition Products
CAUTION: Under certain circumstances sulfer compounds in hot asphalt may form hydrogen sulfide (H_2S) gas. Cooling asphalt may continue to emit traces of H_2S temporarily from entrapped or dissolved gases. H_2S is a colorless, toxic, and extremely flammable gas with an odor at low concentrations characteristic of rotten eggs and a sweetish odor at high concentrations (eg., 100ppm). Odor cannot be relied upon as means of detection because the sense of smell becomes insensitive to H_2S, and the H_2S odor may be maske dby the general odor of hot asphalt. Because H_2S may accumulate in tanks and bulk transport compartments, personnel should stand upwind, keep their faces at least two feet from compartment openings, and avoid breathing vapors when opening hatches and dome covers. (In a large number of tests, permissible concentrations in the breathing zone were not exceeded by following this procedeure.) Prolonged breathing of 50 to 100 ppm of H_2S may produce eye and respiratory tract irritation, nervousness, and nausea, and only a few breaths of high concentration (eg 600-1000 ppm)may lead to unconciousness and could be fatal.
To avoid possible inhilation toxicity, the American Conference of Governmental Industrial Hygeneists (ACGIH) has adopted a Threshold Limit Value for H_2S of 10ppm in air as time-weighted average for an 8-hour work day (1978-1988). NIOSH-approved respiratory equipment should be used when permissible concentrations are exceeded.

VII. Environmental Protection Procedures

Spill Response
Remove or shut off all sources of ignition. Contain spill by diking. Recover free product if possible. Ventilate area if possible. Hot product may solidify when cool. Keep out of sewers and waterways. Removw with inert absorbant. Call InfoTrac if a transportation spill-(800) 535-5053.

Waste Disposal Method
Residues and spilled material are hazardous material due to ignitability. Disposal must be in accordance with local, state, and federal regulations.

VIII. Special Protection Information

Eye Protection
Use splash goggles or face shield when eye contact may occur.

Skin Protection
Use protective gloves and clothing to protect against hot liquid and to avoid skin contact.

Respiratory Protection (Specific Type)
Use supplied-air respiratory protection in confined or enclosed spaces when handling hot product, or when H_2S exceeds permissible limits (see section VI, decomposition).

Ventilation Recommended
1) Local exhaust: use local exhaust to capture fumes and vapors when handling hot product.
2) Special: provide greater than 60 fpm hood or face velocity for confined spaces when handling hot product.

Other Protection
Use chemical-resistant apron and other clothing to protect against got liquid and tc avoid skin contact.

IX. Special Precautions

Hygienic Practices In Handling & Storage
Keep container closed when not in use. Do not handle or store near heat, flame, or strong oxidants. Adequate (meaning equivalent to outdoors) ventilation required. Avoid breathing fumes, vapors, and mist. Remove contaminated clothing and launder before re-use. Wash skin thoroughly with soap and water after handling. Transport, handle, and store in accordance with OSHA Regulation 1910.106 and applicable DOT regulations..

Precautions For Repair & Maintenance Of Contaminated Equipment
CONTAINER WARNING: containers, regardless of being empty, half full, or full of product, may retain a residue of liquid and/or vapor and can be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner. Empty pails should have a hole punched in the pail bottom to prevent drowning of small children. All other containers should be disposed in an environmentally safe manner and in accordance with governmental regulations. For work on tanks refer to OSHA regulations, ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other contemplated operations.

*Container refers to any vessel, can, drum, tanker, distributor tank, etc., that may be used for handling and/or storing any of the products covered by this material safety data sheet.

Other Precautions
None known.

X. Special Precautions

Regulatory Status

The information herein is given in good faith, but no warranty, expressed or implied, is made.