CHIPS, AB, & ASPHALT
TIMBER REGION

BID NO. 061909-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Shirley L. Dawson, Chairman
Tommie C. Martin, Vice Chairman
Michael A. Pastor, Member

County Manager / Clerk of the Board
Steven L. Besich

Public Works Director
Steve Stratton

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GILA COUNTY
REQUEST FOR PROPOSALS
BID NO. 061909-1 CHIPS, AB & ASPHALT TIMBER REGION

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, AB, & Asphalt for the Public Works Division Timber Region as specified.

SUBMITTAL DUE DATE: **2:00 P.M., Local AZ Time, Thursday, July 23 2009**

RETURN PROPOSAL TO: **GILA COUNTY PUBLIC WORKS**
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, (928)402-8526

Questions regarding the general terms and conditions of this Request for Sealed Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: July 8th and 15th, 2009

Signed: _____ Date: 6/23/9
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 7/7/09
Steven L. Besich, County Manager / Clerk of the Board

GENERAL SCOPE OF WORK

It is the intent of this Request for Proposals to establish a contract for a supplier(s) to furnish Chips, AB, and Asphalt to the Public Works Division at various locations North of the Roosevelt Bridge, for the Timber Region of Gila County.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C") Pages 14 through 19 and Price Sheet page 26.

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

INSTRUCTIONS TO SUPPLIERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 32 (the numbers of which shall be filled in on the Proposal Form).
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

Inquires

A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Instructions to Suppliers continued.....

B. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, AB, & ASPHALT TIMBER REGION", Contract Number, "061909-1", Date "JULY 23, 2009", and Time "2:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

Only other Suppliers who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 33, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 24-25.

General Terms and Conditions continued.....

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

General Terms and Conditions continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

General Terms and Conditions continued.....

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General Terms and Conditions continued.....

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, AB, and Asphalt.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.

Minimum Specifications continued.....

1.5.2 Qualification and Certification Forms, (page 24 & 25)

1.5.3 Price Sheet, (page 26)

1.5.4 References, (page 27)

1.5.5 No Collusion in Bidding, (page 28)

1.5.6 Intentions for Subcontracting, (page 29)

1.5.7 Anti-Terrorism Warranty, (page 30)

1.5.8 Legal Arizona Workers Act Compliance, (page 31)

1.5.9 Checklist and Addenda Acknowledgment, (page 32)

1.5.10 Agreement page, MANDATORY (Attachment page 33-34)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 26, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

Minimum Specifications continued.....

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

4.3 MATERIAL MEASURES AND PRICING ADJUSTMENTS: The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

Minimum Specifications continued.....

4.3.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful Supplier or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions.

SECTION 5.0

Product Specifications – Minimum Specifications: Bid No. 061909-1 Chips, AB, and Asphalt Timber Region

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02.© Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

Asphalt

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

AB

ADOT Specifications, Class II

Chips

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

Minimum Specifications continued.....

The grade shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

Minimum Specifications – Chips (Arizona Test Method 201)	
Sieve Size	**Percent Passing**
3.8	10
No. 4	0 - 25
No. 8	0 - 5
No. 20	0 – 2.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Supplier for the County.

INSURANCE REQUIREMENTS:

Supplier and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

Insurance Provisions continued.....

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Insurance Provisions continued.....

3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements

for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 6.0

Contract Number 060709-1 Chips, AB, and Asphalt Timber Region

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

PAYSON CONCRETE AND MATERIALS, INC.
1900 E. HWY 260
PAYSON, AZ 85541 (928 474-2231)

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 Supplier Experience Modifier (e-mod) Rating: 0/90

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

George C. Randall
Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Supplier Name PAYSON CONCRETE AND MATERIALS INC

Product Description	+ PAYSON YARD + FOB Plant *Price Per Ton	Delivered * *Payson, Arizona
1/2" Chips (12.0 mm) ADOT Spec	$ 25.00	$ 27.00
3/8" Chips (9.5 mm) ADOT Spec	$ 19.00	$ 21.00
A.B.C. (ADOT Class 2)	$ 13.50	$ 15.50
3/8" Asphalt (9.5 mm) MAG Spec	$ 61.00	$ 63.50
3/4" Asphalt (19.0 mm) MAG Spec	$ 61.00	$ 63.50

** If supplier has more than one plant location please include a *Price Sheet* for each location.

Cost per mile for delivery to other Gila County Locations $ 7.00

Minimum Number Tons for pick up FOB plant 25 TONS A.C. ONLY

Amount each occurrence for product returned and disposed $ —

For product specifications, see Section 6.D, pages 18 and 19 Pricing shall be F.O.B. plant

* Price to include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Supplier Name PAYSON CONCRETE AND MATERIALS, INC.

Product Description	~~*~~ TONTO CRUSHER~~*~~ FOB Plant *Price Per Ton	Delivered * *Payson, Arizona
1/2" Chips (12.7 mm) ADOT Spec.	$ 20.00	$ —
3/8" Chips (9.5 mm) ADOT Spec.	$ 14.00	$ —
A.B.C. (ADOT Class 2)	$ 8.50	$ —
3/8" Asphalt (9.5 mm) MAG Spec.	$ —	$ —
3/4" Asphalt (19.0 mm) MAG Spec.	$ —	$ —

**** If supplier has more than one plant location please include a *Price Sheet* for each location.**

Cost per mile for delivery to other Gila County Locations: $ 7.00

Minimum Number Tons for pick up FOB plant N/A

Amount each occurrence for product returned and disposed $ N/A

For product specifications, see Section 6.0, pages 18 and 19. Pricing shall be F.O.B. plant.

* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
INTERMOUNTAIN WEST CIVIL CONST.	928 474 4988	TODD RALLS
BISON CONT.	602 269 6022	JIMMY JOHNSON
ADOT PAYSON	928 468 5060	GARY HAWLEY
ROYDEN CONT.	602 484 0028	BARRY SMYLIE

George G Randall
Signature of Authorized Representative

GEORGE G. RANDALL
Printed Name

PRESIDENT
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

GEORGE C. RANDALL
(Name of Individual)

being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)

Of PAYSON CONCRETE AND MATERIALS, INC. and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID **NO. 061909-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

PAYSON CONCRETE
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

George C Randall
By

PRESIDENT
Title

OFFICIAL SEAL
KIMBERLY TURNEY
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 1, 2010

Subscribed and sworn to before me this 20th **day of** July **, 2009.**

Kimberly Turney
Notary Public

My Commission expires: 4-1-2010

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 061909-1 Chips, AB & Asphalt Timber Region,** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

☐ YES, it is my intention to subcontract a portion of the work.

☑ NO, it is not my intention to subcontract a portion of the work.

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

George E Randall
Signature of Authorized Representative

PRESIDENT
Title

7/20/09
Date

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

George C Randall

Signature of Authorized Representative

GEORGE C. RANDALL

Printed Name

PRESIDENT

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Supplier to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Supplier. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Supplier's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Supplier shall be entitled to an extension of time, but not costs.

George C Randall

Signature of Authorized Representative

GEORGE C RANDALL

Printed Name

PRESIDENT

Title

SUPPLIERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT	COMPLETED/EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
REFERENCE LIST	✓
PRICE SHEET	✓
AFFIDAVIT OF NON-COLLUSION	✓
INTENTIONS CONCERNING SUBCONTRACTING	✓
SCRUTINIZED OPERATIONS	✓
LEGAL AZ WORKERS ACT COMPLIANCE	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2009.

_____
SUPPLIER:

_____
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Proposal to Supply: **CHIPS, AB, & ASPHALT TIMBER REGION, Gila County Arizona, Bid Proposal No. 061909-1.** All proposals shall be filed at **Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501**, on or before 2:**00 PM/MST, Thursday, July 23, 2009.**

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has reveled the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

Contract Number: 061909-1 Chips, AB, & Asphalt Timber Region

Supplier Submitting Proposal:

PAYSON CONCRETE AND MATERIALS, INC
Company Name

1900 E. Hwy 260
Address

PAYSON AZ 85541
City **State** **Zip**

For Clarification of this offer, contact:

Name: GEORGE RANDALL

Phone No.: 928 474 2231

Fax No.: 928 474 0956

Email: PCMSN@GMAIL.COM

George C. Randall
Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

Offer Page continued.....

The offer is hereby accepted.

The Supplier Payson Concrete is now bound to provide the materials or services listed in RFP Number 061909-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this 17th 18th day of August, 2009

Shirley L. Dawson

Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST;

for Karen D. Reppard, Chief Deputy Clerk

Steven L. Besich, Clerk of the Board / County Manager

APPROVED AS TO FORM;

Bryan Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**