GILA COUNTY

INVITATION FOR BID
BID NO. 101013

TRMSS OIL
(TIRE RUBBER MODIFIED SURFACE SEAL)

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

County Manager
Don E. McDaniel Jr.

Public Works Director
Steve Stratton

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GILA COUNTY
INVITATION FOR BID
BID NO. 101013 TRMSS OIL

Notice is hereby given that Gila County is requesting Bids from qualified Suppliers to provide TRMSS Oil as specified for the Gila County Public Works Consolidated Roads Department.

SUBMITTAL DUE DATE: 3:00 P.M., Local AZ Time, Wednesday, November 20, 2013

RETURN BID TO: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

NOTICE IS HEREBY GIVEN, that sealed competitive Bids for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Departments Guerrero Conference Room or other site, which may be designated. Any Bid received later than the date and time specified above will be returned unopened. **Late Bids 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 Finance Department at 928-402-8612, or by clicking on the link at the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire INVITATION FOR BID.

Questions regarding the technical aspects of this Request for Sealed Bid should be directed to: Brent Cline, Consolidated Roads Manager, (928) 402-8526. Questions regarding the general terms and conditions of this Request for Sealed Bids should be directed to, Jeannie Sgroi, (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all Bids, or to accept any Bids, or to waive any informality in any Bid, 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: **November 6, 2013 and November 13, 2013**

Signed: _____ Date: 11 / 5 / 13
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Signed: _____ Date: 11 / 5 / 13
Michael A. Pastor, Chairman, Board of Supervisors

GENERAL SCOPE OF WORK

It is the intent of this Invitation for Bid to establish a contract for a supplier to furnish TRMSS (Tire Rubber Modified Surface Seal) Oil to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

This contract shall include all specifications, and terms and conditions of this Invitation for Bid (Bid No. 101013 TRMSS Oil) and all attached exhibits, under the Contract including but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 12-16, as specified on Price Sheet pages 22-23 for total price proposed.

Suppliers who agree to provide the minimum Bid Specification for this product shall be considered for award.

INSTRUCTIONS TO SUPPLIERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS 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 Bids

A. Sealed Bids will be received by the Gila County Finance Department, 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 Bids only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bid's package. It is permissible to copy these forms if required.

B. Before submitting its Bid 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 Bid 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 Bid and Qualification Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Bid 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.

D. The names of all persons authorized to sign the Bid 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 IFB shall be listed on the Bid.

F. No alterations in Bids, 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.

Instructions to Suppliers continued.....

Addenda

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

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 28, (the numbers of which shall be filled in on the Bid 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 Bid being rejected as non-responsive.

Inquiries

A. Any questions related to this Invitation for Bid 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 Invitation for Bid should refer to the appropriate Invitation for Bid number, page, and paragraph number. However, the suppliers(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids 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.

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

Late Bids

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

Instructions to Suppliers continued.....

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3) of the Bid, Certifications and Qualification Forms, Reference List, Price Sheet, No Collusion Affidavit, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Suppliers Checklist and Acknowledgment of Addenda, and Offer Page shall be submitted on the forms and in the format specified in the INVITATION FOR BID. The County will not be liable for any cost incident to the preparation of Bids, 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 on the Offer 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 Bid. Delivery charges may differentiate depending on geographical location.

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

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 Bid deadline.

The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "INVITATION FOR BID" with Bid Title "TRMSS OIL", Contract Number, "101013", Date "November 20, 2013", and Time "3:00 PM" of Bid 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 Bid 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 IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Bids; or portions thereof; or
        3. Reissue an Invitation for Bid.

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 Bid of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid 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 Bids are most advantageous to the County <u>may</u> 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.

Protests

Only other Suppliers who have submitted a Bid 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.

General Terms and Conditions continued.....

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 Bids to this or any other solicitation requiring sealed Bids, does hereby agree to the following provisions. Incorporated by this reference into the contract are all specifications, terms and conditions of the Invitation for Bid (Bid No. 101013 TRMSS Oil) and all attached exhibits to that Invitation for Bid. Proof of acceptance of the provisions of this contract and all other incorporated provisions contained in the Invitation for Bid (Bid No. 101013 TRMSS Oil) will be the Supplier's signature(s) appearing on page 29, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 20-21.

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 Invitation for Bid issued by the County and the offer submitted by the Supplier in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. 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, bids, 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.

General Terms and Conditions continued.....

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.

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 accordance with the rules and regulations of the respective entity and the approval of the Supplier.

General Terms and Conditions continued.....

Cancellation of County Contracts

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

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.

Compensation and Method of Payment

Gila County will pay the Supplier following the submission of itemized Invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

General Terms and Conditions continued.....

Bid Evaluation Process

All Bids shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose Bid 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 Bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned Bids, unacknowledged Addenda, incomplete Bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining Bids 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 Invitation for Bid, the contract for a Supplier(s) to provide TRMSS Oil.

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 Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase.

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

- 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
- 1.5.2 Qualification and Certification Forms, (page 20-21)
- 1.5.3 Price Sheet, (page 22-23)
- 1.5.4 References, (page 24)
- 1.5.5 No Collusion in Bidding, (page 25)
- 1.5.6 Intentions for Subcontracting, (page 26)
- 1.5.7 Legal Arizona Workers Act Compliance, (page 27)
- 1.5.8 Checklist and Addenda Acknowledgment, (page 28)
- 1.5.9 Offer Page, (page 29)

Minimum Specifications continued.....

SECTION 2.0

Bid Pricing

2.1 The Supplier shall submit the Bid 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 3.0.* 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 two (2) additional one (1) year periods. 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 Invitation for Bid. Pricing offered should be noted on the price sheet, pages 23-24, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

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 based upon the ADOT Price Adjustment for Bituminous Material Index.

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 bids 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.

Minimum Specifications continued.....

3.2.1 Compensation shall be adjusted (either increase or decrease) 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 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was $395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is $415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index ($20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up $18.60.

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

3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

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 Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

Minimum Specifications continued.....

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 Invitation for Bids. 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 Vendor 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 vendor 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 **DELIVERY:** Delivery Sites, as designated on Page 24, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the TRMSS Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

4.3 **PRICING**: Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.

Minimum Specifications continued.....

4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

4.4.1 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 bidder 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. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

SECTION 5.0

Product Specifications – Minimum Specifications: BID NO. 101013 TRMSS Oil

Shall meet the requirements of Section 334 and Section 718 of the 2013 Revision to the 2012 Edition of the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction.

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.

• 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.
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 **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ,** 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 **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**. 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 101013 TRMSS Oil

The applicant submitting this Bid warrants the following:

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

Wright Asphalt Products Company LLC
11931 Wickchester Ln Suite 101
Houston, tx, 77043 (281) 452-9084

6.2 Has 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.

6.1 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Bid 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.

Qualification & Certification continued...

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. Subcontractors ROC, contact name and phone number must be included.

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

6.6 **Supplier Experience Modifier (e-mode) Rating in Arizona:** N/A
(If Applicable)

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

6.7 **Current Arizona Contractor License Number:** ROC 234829
(If Applicable)

Signature of Authorized Representative

JOEY VINCENT
Printed Name

ARIZONA SALES REPRESENTATIVE
Title

PRICE SHEET

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

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: Wright Asphalt Products **Phone No.:** 281-452-9084

Estimated Quantity: 400 Tons

Supply Destination

TRMSS TIRE RUBBER MODIFIED SURFACE SEAL		
	Delivered in Place with Boot Truck	**FOB Plant without Boot Truck**
Copper Region South of Roosevelt Lake Bridge		
Price Per Ton	$ 591 . 01	$ 509 . 01
Timber Region North of Roosevelt Lake Bridge		
Price Per Ton	$ 594 . 01	$ 509 . 01

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Price Sheet continued...

Supplier Name: Wright Asphalt Products **Phone No.:** 281-452-9084

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

  $ 150.00 per hour.

- Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:

  $ 35.00 per ton mile

- Transport Truck Rental after two (2) hours pumping time $ 85.00 per hour.

- Minimum 24 tons Ton for pick up FOB plant

- Amount $ 250.00 each occurrence for product returned and disposed.

** Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to $250.00 for costs related to oil product return.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Maricopa County
   Contact: Tony Del Sol
   Phone: 602-723-5601
   Address: 2901 W. Durango Phoenix AZ 85009

2. **Company:** Pinal County
   Contact: Joe Ramirez
   Phone: 520-251-2301
   Address: 31 N Pinal St Bldg F, Florence AZ 85132

3. **Company:** Town of Gilbert
   Contact: Demetrius Fernandez
   Phone: 480-503-6419
   Address: 900 E. Juniper Ave Gilbert AZ 85234

Wright Asphalt Products Company
Name of Business

Signature of Authorized Representative

Arizona Sales Representative
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

Joey Vincent
(Name of Individual)

being first duly sworn, deposes and says:

That he is Arizona Sales Representative
(Title)

Of Wright Asphalt Products Company and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 101013 TRMSS OIL and,

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

That neither he nor anyone associated with the said

Wright Asphalt Products Company
(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.

Wright Asphalt Products Company
Name of Business

Betty A. Dominguez
Notary Public
Gila County, Arizona
My Comm. Expires 08-06-16

By

Arizona Sales Representative
Title

Subscribed and sworn to before me this 20 day of November, 2013.

Notary Public

My Commission expires: 08/06/2016

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for BID NO. 101013 TRMSS Oil**, 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.

Wright Asphalt Products Company
Name of Business

Signature of Authorized Representative

Arizona Sales Representative
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.

Signature of Authorized Representative

Joey Vincent
Printed Name

Arizona Sales Representative
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 20TH day of November, 2013.

Wright Asphalt Products Company
SUPPLIER:

BY:

Each Bid shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Sealed Bid to Supply: **TRMSS Oil,** Gila County Arizona, **Bid No. 101013.** All Bids shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **3:00 PM, Wednesday, November 20, 2013.**

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 Invitation for Bid document.

Signature also certifies the Suppliers Bid is genuine, and is not in any way collusive or a sham; that the Bid is not made with the intent to restrict or prohibit competition; that the Supplier submitting the Bid has not revealed the contents of the Bid 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 Bid to, or in any way colluded with, the supplier submitting this Bid.

Contract Number: 101013 TRMSS Oil

Supplier Submitting Bid:

Wright Asphalt Products Co.
Company Name

11931 Wickchester Ln Suite 101
Address

Houston TX 77043
City **State** **Zip**

For Clarification of this offer, contact:

Name: Joey Vincent

Phone No.: 602-513-3980

Fax No.: 480-883-8234

Email: joeyvincent@wrightasphalt.com

Signature of Authorized Representative

Joey Vincent
Printed Name

Arizona Sales Representative
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm **Wright Asphalt Products Company, LLC** is now bound to provide the materials or services listed in IFB No.: 101013, including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 101013**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2013

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**