

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

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 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 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 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.

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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

INVITATION FOR BID
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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.

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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 DeSol
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 85732

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]
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
PRICE SHEET
REFERENCE LIST
AFFIDAVIT OF NON-COLLUSION
INTENTIONS CONCERNING SUBCONTRACTING
LEGAL AZ WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

X
X
X
X
X
X
X
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: [Signature]

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 revealed 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:

For Clarification of this offer, contact:

Wright Asphalt Products Co.
Company Name

Name: Joey Vincent

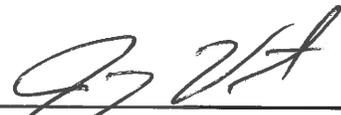
11931 Wickchester Ln Suite 101
Address

Phone No.: 602-513-3980

Fax No.: 480-883-8234

Houston TX 77045
City State Zip

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.