

ROAD BASE FOR MARTINEZ PARKING LOT

| VENDOR | SQ YDS | TONS | CITY HAULS | | VENDOR HAULS | |
|----------------------------------------|--------|------|--------------|------------------|--------------|--------------------|
| | | | COST PER TON | TOTAL | COST PER TON | TOTAL |
| Old Castle (dba Four Corners Material) | 50 | 75 | \$ 8.50 | \$ 637.50 | \$ 17.60 | \$ 1,320.00 |
| Sterling Brothers | 50 | 75 | \$ 7.50 | \$ 562.50 | \$ 14.00 | \$ 1,050.00 |

**CITY OF AZTEC
REQUEST FOR QUOTATION
(RFQ)**

Sterling Brothers Construction

| | | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| DATE: October 28, 2014 | RETURN TO: CITY OF AZTEC 201 W CHACO AZTEC NM 87410 EMAIL: ekotyk@aztechnm.gov PHONE: (505) 334-7689 FAX: (505) 334-7649 | THIS IS NOT AN ORDER |
| RFQ #: 2015-0456 | | |
| DUE DATE: Oct 30, 2014 | | |
| TIME: 6:00 PM | | |

| | | | |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|--|
| # <u>L1727375680</u> | _____% _____ DAYS | | |
| <u>In-State or Veteran's Preference will be applied to only those certified bidders who have completed item 6 or 7 below</u> | NET 30 DAYS AFTER RECEIPT OF INVOICE | | |

Refer all questions regarding this Request for Quotation to Edward Kotyk at (505) 334-7689 or email ekotyk@aztechnm.gov

175-ton

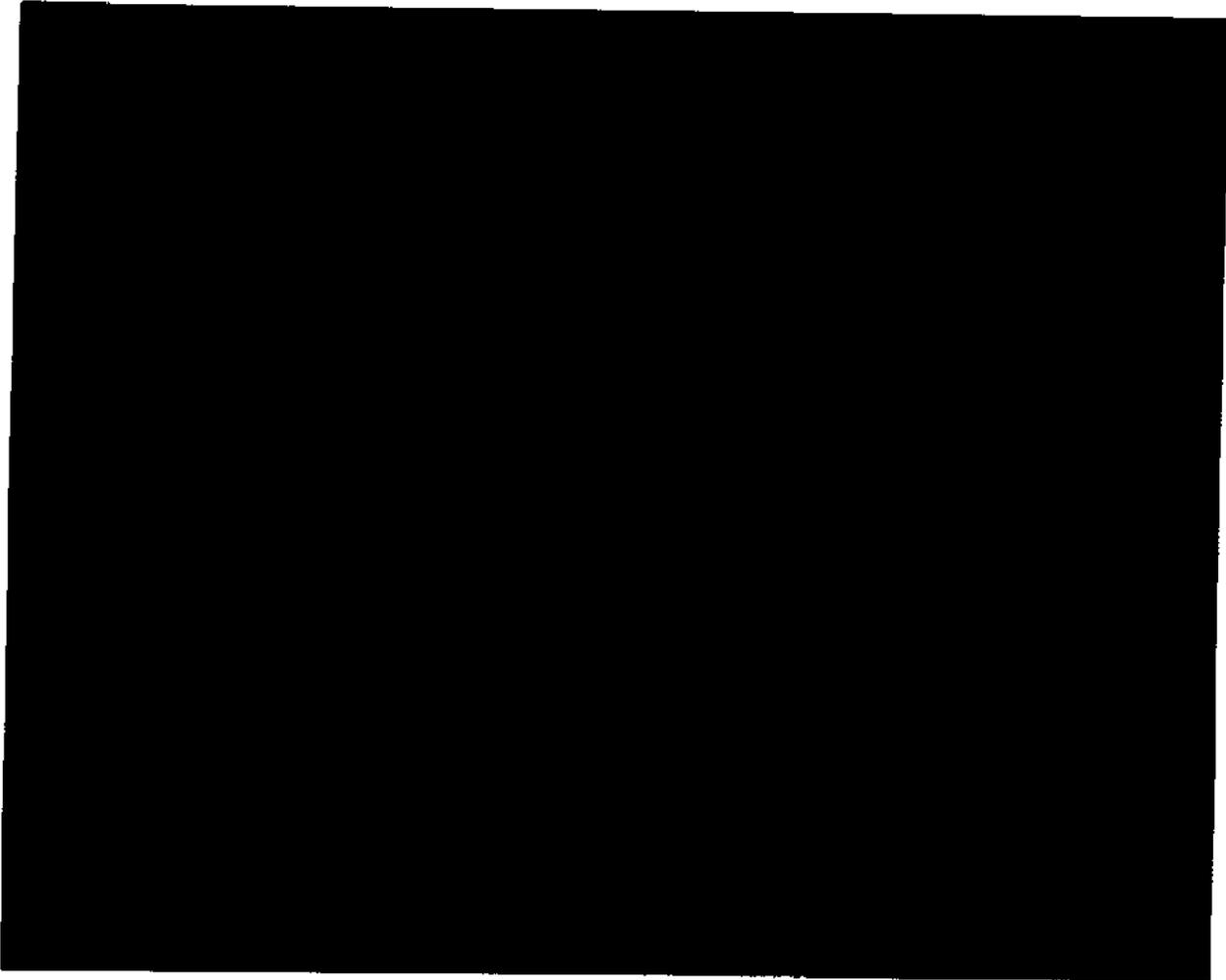
4 pages

Road Base for Martinez Parking Lot

The City of Aztec is seeking quotes on road base. Please provide quotes for the following two options:

OPTION 1: Cost per ton (City shall pick-up): \$ 7.50

OPTION 2: Cost per ton and delivery to Martinez Parking Lot (see map below): \$ 14.⁰⁰



1. RFQ should be based on FOB Destination with freight allowed and must indicate normal lead time and/or best delivery date on the items listed.
2. This RFQ must be received by the City Purchasing Department by the date and time indicated.
3. If bidder does not wish to quote, please return this RFQ indicating "no bid".
4. All supplies and components quoted shall be new unless indicated otherwise. Any quotes submitted for used or reconditioned supplies or components will be considered non-responsive.
5. The RFQ Number shall appear on all quotations and related correspondence.
6. Bidder has received certification from the State Purchasing Agent for Resident/Contractors Certification. Bidder has been issued the above Certification # and is therefore eligible for the 5% preference credit. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.
7. RESIDENT VETERANS PREFERENCE: In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a new resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate. Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD and the attached Resident Veterans Preference Certification (next page). This preference is separate from the in-state preference and is not cumulative with that preference.
- 7 RFQ's may be returned via email, fax or USPS. (Reference Item #2)
9. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

SUBMITTED BY (PRINTED NAME):

David Byrd

SIGNATURE:

David Byrd

(To be a valid offer, bidder must sign here)

COMPANY NAME:

Sterling Brothers ConstructionDATE: 10-28-14ADDRESS: P.O. Box 119Aztec, N.M. 87410TELEPHONE#: 334-7523FAX#: 334-7453EMAIL: dauid@sterlingbc.net

TAX ID NUMBER:

85-0197446

Resident Veterans Preference Certification

None

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



www.fourcornersmaterials.com/
www.waycor.com



Four Corners/ Gallup
505-324-3900



Service Center- (505) 243-1333
Main Office- (505) 246-2474

Customer Quotation

| | | | |
|-----------------|----------------------|------------------------------|--------------------|
| Date | 10/28/2014 | Quote Valid Thru Date | 11/27/2014 |
| Project | Martinez Parking Lot | Project Address | |
| Customer | Edward Kotyk | Quote Number | Q66075-1 |
| Company | City Of Aztec | Customer Number | 1710 |
| Phone | (505)-334-7689 | Customer PO Number | |
| Fax | | Project Tax Exempt | No |
| E-Mail | ekotyk@aztecnm.gov | | Terms: Net 30 Days |

Quoted By: Michael Hall **Phone:** 505-419-8492 **Email:** Michael.Hall@oldcastlematerials.com

| Location | Product Code | Description | Quantity | Unit | Unit Price |
|-----------------|--------------|---------------------------|----------|------|------------|
| FCM - Aztec Pit | 16302 | 3/4" STATE SPEC ROAD BASE | 75 | TON | \$8.50 |

| | | | | |
|--|-----------------------------------------------------------------|-----|-----|--------|
| | Delivered in Truck & Pup Additional charge to material price | Per | Ton | \$0 |
| | Delivered in Tandem Additional charge to material price | Per | Ton | \$8.35 |
| | Delivered in Truck | Per | Ton | \$0 |
| | Fuel Surcharge per Ton | Per | Ton | \$0.75 |

Special Notes:

1.

Note:

- 1) This is a three page quote with the terms & conditions and is job specific.
- 2) Price quoted is FOB the specified Pit location. If the delivery option is accepted the site must be accessible for the type of truck delivering the material.
- 3) Four Corners Materials, Gallup Sand & Gravel, or Waycor will need a 60 day notice on any specialty or non-general sales type material and a firm quantity for production purposes. Any material produced for the project will be billed to the customer.
- 4) Each per ton price quoted is subject to the fuel surcharge.
- 5) Customer will need to establish an account with Four Corners Materials, Gallup Sand & Gravel, or Waycor.
- 6) Prices do not include any applicable taxes. Tax exempt Certificates or Re-Sale Licenses must be presented prior to material pick up or taxes will be applied.
- 7) *All import is subject to* Four Corners Materials, Gallup Sand & Gravel, or Waycor's *inspection and acceptance. No trash, building materials or contaminated material will be accepted. Any clean up or removal costs will be the responsibility of the customer. Pieces must be no larger than 2ft x 2ft x 8in. No steel without prior approval. Quantity of import must not exceed the quantity of purchased material without prior approval. Import fees may apply.*

Acceptance _____

Sales Rep: Michael Hall

Date _____





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| Phone | (505)-334-7689 | Customer PO Number | |
| Fax | | Project Tax Exempt | No |
| E-Mail | ekotyky@aztecm.gov | | Terms: Net 30 Days |

- 8) Material is quoted to be in spec when it is loaded into customer's trucks. Quality of material beyond this point is the responsibility of the customer. No additional testing is included and will be charged extra.
- 9) If the pricing, terms and conditions are accepted, please sign in the space provided and return the original hereof to Four Corners Materials, Gallup Sand & Gravel, or Waycor. Prices are good for 30 days. Please retain a copy for your files.

TERMS AND CONDITIONS

FORCE MAJEURE: Seller is not responsible for failure to supply materials due to strikes or other labor disputes, damage or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

TAXES: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the ingredients in the materials, or on the services quoted herein, or on the sale or purchase or use thereof, or on incidental transportation charges, shall be paid by the Purchaser. If Seller is required to collect and/or pay taxes, Purchaser shall pay the same to Seller at the time of payment for the materials and/or services purchased hereunder. Purchaser hereby agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

DELIVERY CONDITIONS: The Purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to cease deliveries if the roadways and approaches are unsatisfactory in Seller's sole opinion. In the event Purchaser orders delivery beyond curb line, Seller will not assume liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries.

DETENTION OF TRUCKS AT DELIVERY SITE: Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

Acceptance _____

Sales Rep: Michael Hall

Date _____





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| Fax | | Project Tax Exempt | No |
| E-Mail | ekoty@aztecm.gov | | Terms: Net 30 Days |

OWNERSHIP: Materials become the property of Purchaser at the F.O.B. Locations indicated on the reverse side hereof. The Seller guarantees to meet applicable gradations and specifications F.O.B. at Seller's plant only.

CREDIT: If credit conditions become unsatisfactory at any time prior to Seller's performing fully under this contract, Seller reserves the right to discontinue shipments or to cease performance until such time as Purchaser remedies said credit problem.

MISCELLANEOUS: Anything herein to the contrary notwithstanding (a) Seller's liability hereunder shall be limited to replacement of materials sold hereunder, and Seller shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provisions hereof shall become binding upon Purchaser's acceptance of delivery of any of the materials specified herein notwithstanding Purchaser's failure to sign and return the original or a copy hereof. Our obligation to meet applicable specifications supersedes any and all other warranties, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. All invoices shall be based on scale weights. Truck haulage rates as specified on the reverse side hereof will be borne and paid by Purchaser (subject to corrections and/or changes in truck rates). Seller shall have the right to ship from other than the designated point of origin without change of quoted delivery price. In the event that Purchaser, his employees, his agents or his subcontractors enter Seller's premises for the purpose of picking up the materials herein sold, Purchaser agrees to indemnify and hold Seller harmless from any and all losses incurred as a result of the actions of Purchaser, Purchaser's employees, subcontractor's and agents while on Seller's premises. Seller reserves the right to exclude any of Purchaser's employees, agents and subcontractors from Seller's premises. Payment terms and conditions printed on the reverse side. Payment terms are net 30 days from date of purchase. Prices quoted are firm and for one year only unless a different period of time is otherwise specified on the reverse side hereof. Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. Late Payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Funds paid to Buyer on account of goods sold shall be held in trust for Seller's benefit.

Acceptance _____

Sales Rep: Michael Hall

Date _____

