

County of Curry



INVITATION TO BID

**Sale of Motor Graders
Curry County Road Department
Clovis, New Mexico**

Invitation to Bid No. 2015/16-05

**Submittal Deadline:
Wednesday, April 6, 2016 at 2:00 p.m. MST**

**Mail bids to the following address:
Curry County Administration
700 N. Main Street, Suite 10
Clovis, NM 88101
Attn: Finance Department**

**Bids must be submitted in a sealed
envelope that is clearly marked
“Bid No. 2015/16-05 – Do Not Open”**

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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the **Sale of three (3) Caterpillar Motor Graders**, subject to terms and conditions set forth in this notice. The Caterpillar Motor Graders will be sold separately or in group lots, depending upon the bid(s) that provide the best overall amount. Sealed bids will be accepted until the date specified. Opening will take place at the County Courthouse Conference room, located at 700 N. Main, Clovis, New Mexico 88101, (across from County Manager's Office).

The Board of Curry County Commissioners reserves the right to reject any and all bids, to accept the bid which in its judgment is most suitable and in the County's best interest, to be the sole interpreter of the intent of any clauses of the specifications and the sole judge as to whether an offer complies with specifications.

IMPORTANT:

BIDS ARE DUE BY WEDNESDAY, APRIL 6, 2016 AT 2:00 P.M. MST

The words "SEALED BID" along with the BIDDER'S NAME AND ADDRESS AS WELL AS THE BID NUMBER AND TITLE MUST appear clearly on the outside sealed envelope or package of all bids.

1. GENERAL CONDITIONS

- A. Bid Forms: Bids shall be submitted only on the bid forms provided by the County. The bidder shall submit one copy signed and sealed. Bidders must complete Bid Forms 1, 2 and 3 attached hereto.
- B. Bids binding one hundred twenty (120) days: All bids submitted shall be binding for one hundred twenty (120) calendar days following bid opening date, unless the bidder(s), upon request of the County Chief Procurement Officer, agrees to an extension.
- C. Payment Terms: The terms of sale are cash or other form of payment acceptable to Curry County.
- D. If there is any problem, ambiguity, request for clarification or question regarding this bid, you must contact the County Chief Procurement Officer or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers submitted regarding the bid specifications or bid package **MUST** be answered by the Chief Procurement Officer or designee. Questions answered by any other person or County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the County Chief Procurement Officer.
- E. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the finance department not less than seventy-two (72) hours prior to the time set for bid opening.

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- F. In-State Credit: Credit will be given for bidders with a New Mexico in-state resident or resident veteran preference that have been issued a certification by the State of New Mexico. **To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid.**
- G. Bid Forms: All pages included in this Invitation to Bid that are marked "BID FORM" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the Administration/Finance office. No un-sealed, faxed or e-mailed bids are acceptable.
- H. Variations: Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
- I. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.
- J. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
- K. Non-discrimination: Bidders, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a bid, vendor agrees to comply with this paragraph.
- L. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, as amended, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.
- M. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.
- N. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or

its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

- O. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.
- P. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.
- Q. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.

2. DESCRIPTION OF MOTOR GRADERS

- A. Unit #B2 is a 2007 Caterpillar 140M Motor Grader with approximately 5662 hours. Serial Number LB9D00220, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, tip control and differential lock/unlock, and cab is low profile. Condition is in need of repair; motor runs, push rod bent.
- B. Unit #B4 is a 2007 Caterpillar 140M Motor Grader with approximately 5630 hours. Serial Number VB9D00229, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, tip control and differential lock/unlock, and cab is low profile.
- C. Unit #B6 is a 2007 Caterpillar 140M Motor Grader with approximately 5236 hours. Serial Number KB9D00226, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, tip control and differential lock/unlock, and cab is low profile.

Curry County reserves the right to sell each of the above three (3) described motor graders individually, or to sell two (2) road graders to one bidder, and the remaining one (1) motor grader to another bidder, or to sell all three (3) motor graders to one bidder, which ever results in the County obtaining the highest sales price.

3. PROPERTY INSPECTION

The above described Caterpillar Motor Graders will be available and open for public inspection at 10:00 a.m. thru 12:00 noon, MST on Friday, March 25, 2016 at the Curry County Road Barn

located at 600 South Norris, Clovis, NM 88101. Bidders wishing to inspect or review the motor graders must attend this public inspection.

4. TERMS AND CONDITIONS OF SALE

- A. Each motor grader will be sold in its “as-is” condition and without any warranties.
- B. The terms of sale are cash or other form of payment acceptable to Curry County at the date of sale.
- C. The sale shall be subject to compliance with Section 3-54-2, NMSA 1978.
- D. Any and all sales shall be evaluated by the Curry County Commission, and its determination is final, binding and conclusive.
- E. The County retains the right to reject any and all bids that do not conform to all of the requirements of Section 3-54-2, NMSA 1978, and the terms and conditions of sale set forth in this Invitation to Bid.

5. BID INSTRUCTIONS

- A. Bidders must use the attached Quotation Sheet (Bid Form 1).
- B. All bids must be signed.
- C. Bids must include a date when the Caterpillar Motor Grader(s) will be removed by the Bidder, which shall be prior to June 8, 2016.

Variations: Any variations from, or exceptions to, the conditions and specifications described in this Invitation to Bid shall be listed on a separate sheet labeled “Exception(s) to Bid Conditions”, and shall be attached to the bid proposal.

Quotation Sheet: Bidders shall use the attached Quotation Sheet to submit their bids. The Quotation Sheet must be signed.

Bid Opening: Competitive sealed bids will be accepted until Wednesday, April 6, 2016 at 2:00 p.m. in the Curry County Administration/Finance Office in the Curry County Courthouse, Clovis, New Mexico. At that time, the bids will be publicly opened and read aloud.

6. CRITERIA FOR AWARD

- A. Award shall be based on the best overall amount provided for one or a group of motor graders. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.
- B. The Road Graders are presently being used and utilized by the Curry County Road Department. Each of the Road Graders may be used after the date of this Invitation to Bid up through and including the date of sale. The hours listed for the Motor Graders may change. All Bidders are encouraged to view and inspect the Motor Graders as set forth in Paragraph 3 hereof.

7. BID AWARD AND PAYMENT

Unless other circumstances are approved in writing by the County Manager, the successful bidder(s) shall make payment to Curry County and pick up the motor grader(s) within three (3) weeks (twenty-one (21) days) after the date notice of award by the County. All final awards will be approved by the County Commission.

County Reservations: Curry County reserves the right to reject any and all bids, to waive any technicalities, to accept in whole or in part, such bid or bids, as may be deemed in the best interest of the County.

Sealed Bids: Sealed bids must be plainly marked, as follows: **“Bid No. 2015/16 – 05 - Do Not Open”**.

New Mexico bidder’s Preference: Credit will be given for bidders with a New Mexico Preference Number according to the provisions of Section 13-1-21, NMSA. The number must appear on the Quotation Sheet in the space provided in order to receive the preference.

Inquiries: Questions concerning this bid should be directed to Carol Pipes Procurement Officer at (575)763-6016 ext. 130. Questions concerning the specifications of the property or the inspection thereof should be directed to Dennis Fury, Road Superintendent at (575)762-1501.

BID FORM 1

Serial Number	Unit	Bid Price
LB9D00220	B2	
VB9D00229	B4	
KB9D00226	B6	

QUOTATION SHEET

Firm Submitting Bid: _____

Address: _____

Email address: _____

Telephone: _____

New Mexico Bidder's Preference Number: _____

Proposed Removal Date: _____

Name (printed): _____

Signature: _____ Title: _____

**BID FORM 2
CURRY COUNTY**

TO: Curry County Chief Procurement Officer
700 N. Main, Suite 10
Clovis, NM 88101

DATE: _____

The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of the Bid opening.

In submitting this Bid, the Bidder represents, as more fully set forth in Agreement, that:

1. The Bidder has familiarized himself with the nature and extent of the bidding documents, equipment for sale and all applicable conditions, laws and regulations that in any manner may affect cost of the offered equipment.
2. Bidder has given the Curry County Chief Procurement Officer written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the County Chief Procurement Officer is acceptable to the Bidder.
3. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder understands that acceptance and formal award of this bid, constitutes a complete and binding contract for items and services as specified.

Bidder initial: _____

Date: _____

BID FORM 3
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a

candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Wendell Bostwick, Angelina Baca, Chet Spear, Tim L. Ashley, Rosalie Riley, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)