

County of Curry



Invitation to Bid No. 2016/17-04

DIESEL FUEL FOR CURRY COUNTY ROAD DEPARTMENT

**Issue Date:
October 7, 2016**

**BID Due:
Friday, October 28, 2016
Time: 3:00 p.m. Mountain Time**

**Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department
575-763-6016**

**Bids must be submitted in a sealed
envelope that is clearly marked**

“Bid No. 2016/17-04 – Do Not Open”

**Curry County Administrative Complex
Bid No. 2016/17-04 Diesel Fuel for
Curry County Road Department
Page 2 Commodity Class #40509**

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 purchasing of No. 2 Low Sulfur Diesel Fuel in bulk for off-road use by the Curry County Road Department. The fuel must be winterized during cold months at no additional cost. The price must be F.O.B. the Curry County Road Barns at Clovis, Melrose and Broadview.

**IMPORTANT:
BIDS ARE DUE BY Friday, October 28, 2016 AT 3:00 P.M.**

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address; bid number and opening date on the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department

Or hand/courier-delivered to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101

May be signed for/left with the receptionist in the Administration Suite 100.

*Note: Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Carol A. Pipes
Curry County Procurement Officer
575-763-6016 Ext. 130
cpipes@currycounty.org

SPECIFIC CONDITIONS

Bids must be received by Friday, October 28, 2016 at 3:00 p.m. Mountain Time. Any bids received after 3:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award:** Award shall be based on the lowest responsible bid prices which meet specifications and deliverable requirements. 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.
2. **Guaranteed Performance:** The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the vendor to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SPECIFICATIONS:

Establish a Price Agreement for the County of Curry Road Department for purchase of bulk diesel.

Escalation – Reduction Clause: In the event of a product cost increase an escalation request will be reviewed by this office in an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendors' prices are reduced for any reason, County shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

The following are the minimum specifications for Bulk Diesel.

Diesel:

No. 2 Diesel fuel, Ultra-Low Sulphur Diesel (ULSD), with a minimum cetane number of 40, maximum of 0.05 weight percent of Sulphur, maximum aromatic content of 35 volume percent, viscosity of min. 1.9 and max 4.01, distillation of min 282 and max. of 338, carbon residue of 0.35 approx. Cloud point of -20 degree Celsius and max. of -40 degree Celsius.

Fuels provided under this Price Agreement shall be free from contamination.

Fuel quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal.

Vendors not using metered trucks are grounds for termination.

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Deliveries of diesel fuel is expected to occur every Tuesday and Thursday, or as needed by the Road Department and made within forty-eight (48) hours after receipt of order (phone or written), excluding Saturdays and Sundays, as well as State and Federal holidays observed by the ordering agency.

The party selected shall provide County with a written list of holidays observed by the company.

All prices shall be F.O.B. Destination to the delivery locations designated by Curry County. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor.

Current delivery locations and number of tanks are:

Clovis – 600 S. Norris, two (2) 1000 gallon tanks

Broadview – 3899 SR 209, one (1) 1000 gallon tank

Melrose – 3366 US 60/84, one (1) 1000 gallon tank

The vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report spillage to the ordering office and clean up the spillage according to EPA and state guidelines and requirements. After contamination is discovered, the vendor shall be responsible for the removal of the fuel(s) from user agency's property within Twenty-Four (24) hours. The vendor shall also be responsible for all cleanup required to all user agency's property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by user agency for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor has delivered.

Curry County is exempt from paying Federal excise taxes on gasoline and shall not reimburse the Contractor for any such expenses. Federal excise taxes shall be the sole responsibility of the Contractor.

Pricing Structure:

- 1) Price(s) bid shall be on a Per Gallon delivered price. Vendor's mark-up price shall include all vendors' costs.
- 2) Any applicable tax shall be added to invoice only if vendor is liable for tax.
- 3) All bids must be submitted to the 4th decimal, including even numbered price(s) being bid; for example: A 5-cent price would be expressed as .0500 not .05.
- 4) All prices shall be based on the date of delivery and not on the date on which the order was placed.

The successful bidder must supply documentation which verifies the proof of the

cost (rack Price), when submitting the monthly statement to Curry County. Copies of rack invoices verifying the cost for each week will be acceptable. The freight per gallon and the vendor profit per gallon, as bid in the specifications, will remain constant during the entire contract period, except as provided in the Escalation–Reduction Clause. Curry County is exempt from all Federal excise taxes.

TERM AND SCHEDULE

The term of this agreement shall be for two (2) years from the date of award with the option to extend for a period of two (2) additional years, by mutual agreement of all parties at the same price, terms and conditions.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

QUOTATION SHEETS

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

NEW MEXICO BIDDER'S PREFERENCE

Pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978, and GSD Rule 1.4.1 NMAC, bidders claiming the 5% preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided in order to receive the preference.

BID OPENING

Competitive sealed bids will be accepted until October 28, 2016 at 3:00 p.m. at the Curry County Administrative Complex, 417 Gidding, Clovis, New Mexico. Bids should be submitted in a sealed envelope clearly marked: "Bid No. 2016/17-04 - Do Not Open". At that time and place, the bids will be publicly opened.

RESERVATIONS

The Curry County Commission reserves the right to reject any or 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.

AWARD

Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the County in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The County Purchasing Officer reserves the right to recommend this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could

result in a multiple award; or as otherwise specified in bid specifications/ whichever, in his/her judgment, best serves the interest of the County of Curry, New Mexico. The award will be made by the Curry County Commission at their regularly scheduled meeting. This offer must be good for at least thirty (30) days subsequent to the bid opening date.

F.O.B. DESTINATION

Means goods are to be delivered to the destination designated by County which is the point at which the County accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

QUESTIONS

Questions regarding the specifications stated within the bid should be directed to Dennis Fury, Road Superintendent at (575)762-1501. Questions regarding the bidding process should be directed to Carol Pipes, Finance Director/Purchasing Officer at (575)763-6016 ext. 130.

GENERAL CONDITIONS

1. 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 purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.
2. Bids Binding Thirty (30) days: Unless otherwise specified all formal bids submitted shall be binding for thirty (30) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all services provided by Contractor, payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must have submitted a completed W9 form on file with the County prior to any payments being issued.

For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. 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.

5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Procurement Officer or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the 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 Procurement Officer.
6. 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 purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued 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. If you have a question regarding a Resident Business (or Resident Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**
8. 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.**
9. 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.
10. 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.

11. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. 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.
14. 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.
15. 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.
16. 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.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations.

18. The successful bidder must be able to provide Curry County with proof of general liability insurance in an amount no less than \$1,000,000.00 general liability insurance per occurrence at the time of contracting.
19. 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.
20. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

BID FORM 1

QUOTATION SHEET

The undersigned hereby offers to furnish and deliver the services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the Invitation to Bid, all of which are made a part of this offer.

Approx. Qty.	Unit	Article and Description	Unit Price
1	Gal.	Diesel No. 2 – Fuel for Vehicles & Equip.	

Firm submitting bid: _____

Address: _____

Telephone: _____

Email: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

`BID FORM 2
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) _____
