

Curry County

Invitation to Bid No. 2012/13 – 10

Plumbing Services

**Bids Submitted by:
Wednesday, February 20, 2013
Time: 2:00 p.m.**

**Bids Submitted to:
Curry County Administration
700 N. Main Street, Suite10
Clovis, NM 88101
Attn: Purchasing Agent**

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

“Bid No. 2012/13-10 – Do Not Open”

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The Board of Commissioners of Curry County, State of New Mexico, is soliciting bids for plumbing services for Curry County for a one (1) year period, with an option to renew the contract for up to three additional one-year periods. The Curry County Board of Commissioners reserves the right to reject any and all bids, to accept the bid which, in its judgment, is most suitable, and to be the sole interpreter of the intent of any clauses of the specifications and solely judge as to whether the offer complies with specifications.

SCOPE OF WORK

The contractor must be able to provide services under the following conditions:

1. The contractor must have a current State of New Mexico Mechanical Contractor's License - MM98.
2. All plumbing work performed by Contractor shall comply with the Uniform Plumbing Code.
3. The contractor will have a minimum one hour service charge for service calls.
4. Contractor shall take such precautions and set up any and all barricades necessary to prevent injury to the public at any and all worksite. Contractor shall take such precautions and set up any and all barricades necessary to prevent injury to the public at any and all worksites. Contractor shall contact County personnel prior to setting up any barricades that would prohibit or severely limit public access to County offices. All materials at the job site shall be cleaned up at the end of each day and left neatly.
5. The contractor must be available to perform requested work at all times of the day or night and may have to provide justification for using the number of workers assigned.
6. The contractor must remove and replace asphalt or concrete as required for the completion of the project.
7. The contractor must have a pager or mobile telephone for emergency call outs.
8. The contractor will have a maximum 2 hour response time to emergency call outs.
9. The contractor shall furnish reports of materials, equipment and labor used to complete each project.

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10. Work will include, but is not limited to, unclogging sewer stop-ups, repairing plumbing fixtures, repairing broken water lines and gas water heaters.
11. Replacement parts/equipment must perform at an equal level to the original parts/equipment.
12. The contractor must provide an estimate of man hours and materials on major projects before proceeding with work. The time to investigate the problem and prepare the estimate will be paid for at normal rates. **NO WORK SHALL BEGIN WITHOUT A PURCHASE ORDER NUMBER.** The County is not liable for payment for work done without a purchase order.
13. All problems which arise from faulty workmanship or materials provided by the contractor must be corrected at no expense to the County.
14. Invoices must list time and materials, and the hourly fees used must be the same as those submitted with this proposal.

INSURANCE

The successful contractor shall provide a certificate of insurance to the County to prove the contractor has liability coverage for not less than One Hundred Thousand Dollars (\$100,000) for property damage, Five Hundred Thousand Dollars (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence.

The contractor must also provide proof of Worker's Compensation insurance or proof that the contractor is otherwise fully complying with the Worker's Compensation laws of the State of New Mexico.

SAFETY REQUIREMENTS

It shall be the contractor's responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety standards.

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The contractor hereby agrees to protect, defend, indemnify and hold the County and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the County, death or damages to property (including property of the County) without limitations by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract. The contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the contractor. The contractor also agrees to bear all costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the contractor or the County or to enlarge in any way the contractor's liability, but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the contractor's performance hereunder.

CONTRACT

The term of the contract is anticipated to be from March 2, 2013 through March 1, 2014. At the end of that time and for a period of three one-year periods until March 1, 2017, Curry County shall have the yearly option to renew the existing contract or to request new bids for these services. The rates shall be negotiated for each additional one-year period of the contract.

All prices, costs and conditions submitted in response to this bid shall remain fixed and valid after the closing date for the bid submission and through the first year. A contract will be signed by the successful contractor and Curry County, and no expenditure toward the contract will be incurred prior to the date that such contract has been executed by the successful contractor and Curry County.

The County reserves the right to inspect work performed at any time. The contractor will be available to answer any questions at the request of the County Maintenance Superintendent, the County Manager and/or their designees. Inquiries concerning this bid should be directed to Lee Ann Hutchins, Curry County Finance Director/Purchasing Agent at (575)763-3281.

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 to submit their bids. The Quotation Sheet 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 in the space provided in order to receive the preference.

BID OPENING

Competitive sealed bids will be accepted until **Wednesday, February 20, 2013 at 2:00 p.m.** at the Curry County Administration office, 700 N. Main Street, Suite 10, Clovis, NM 88101. At that time and place, the bids will be publicly opened. Bids should be submitted in a sealed envelope that is clearly marked: "**Bid No. 2012/13-10 – Do Not Open**".

RESERVATIONS

The Curry County Board of Commissioners 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

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. The award will be made by the Curry County Commission at their next regularly scheduled meeting. Bid prices must be good for sixty (60) days after date of award.

The undersigned hereby offers to furnish and deliver the products 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. This offer must be good for at least sixty (60) days subsequent to the bid opening date.

INQUIRIES

Inquiries concerning this bid should be directed to Lee Ann Hutchins, Curry County Director of Finance and Purchasing Agent at (575)763-6016. Inquiries concerning the scope of work or the technical aspect of the applicable equipment should be directed to Joe Wright, Facilities Operations Director at (575)763-6016.

SPECIFIC CONDITIONS

1. Bids must be received by **Wednesday, February 20, 2013 at 2:00 p.m.**
2. **Criteria for Award:** Lowest responsible price which meets minimum specifications.
3. The term of this bid/contract is anticipated to be for a twelve (12) month period beginning March 2, 2013 through March 1, 2014, with an option to renew on an annual basis for three (3) additional one-year periods, for a total of four (4) years.
4. The successful bidder will bill the County materials at cost plus a percentage mark up. A copy of the vendor invoice showing the cost of the materials will be attached to the invoice or statement to the County.
5. Service must be available 24 hours a day, 365 days a year.
6. **All billing will be made to:** Curry County, 700 N. Main Street, Suite 10, Clovis, NM 88101.
7. Successful bidder will report to the County Maintenance Superintendent, the County Manager and/or their designees.

BID QUOTATION SHEET

SERVICES (hourly rate):

8:00 a.m. to 5:00 p.m.

- | | |
|---------------|-------------------|
| 1. Journeyman | \$ _____ per hour |
| 2. Apprentice | \$ _____ per hour |
| 3. Laborer | \$ _____ per hour |

EMERGENCY CALL OUT (hourly rate):

5:00 p.m. to 8:00 a.m.

- | | |
|---------------|-------------------|
| 1. Journeyman | \$ _____ per hour |
| 2. Apprentice | \$ _____ per hour |
| 3. Laborer | \$ _____ per hour |

MATERIALS (percentage mark up):

- | | |
|---|---------|
| 1. General materials – available in Clovis, but
not on hand. | _____ % |
| 2. On hand materials | _____ % |
| 3. Special order materials | _____ % |
| 4. Permits | _____ % |

(Note: Do not include New Mexico Gross Receipts Tax in the prices quoted above. Gross receipts tax must be shown as a separate item on the billing statement and Curry County will pay any and all applicable taxes.)

Firm Submitting Bid _____

Address _____

Telephone _____

New Mexico Bidder's Preference Number _____

Signature _____ Title _____

Printed Name _____ Date _____