County of Curry

Invitation to Bid No. 2020/21-07

HEATING AND AIR CONDITIONING SERVICES

Issue Date:
March 3, 2021

BID Due:
March 30, 2021
Time: 2:00 p.m. Mountain Time

Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department

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 submitted electronically for non-exclusive Heating and Air Conditioning Services for all Curry County facilities including, but not exclusively, 700 North Main, 801 Mitchell, 820 North Main, 417 Gidding and 620 Norris Street, Clovis, NM 88101.

IMPORTANT:
BIDS ARE DUE BY MARCH 30, 2021 AT 2:00 P.M.

IN THE WAKE OF THE COVID-19 PUBLIC HEALTH EMERGENCY AND TO MINIMIZE PUBLIC HEALTH RISK, BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, VENDOR REGISTRY. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. TO REGISTER, PLEASE VISIT THE LINK: FREE VENDOR REGISTRATION. BIDS WILL BE TIME-STAMPED IN THE VENDOR REGISTRY SYSTEM WHEN BIDDER SUBMITS. THE BIDDER WILL RECEIVE AN EMAIL OF THE SUBMISSION FOR THEIR RECORDS. SUCH ELECTRONIC SUBMISSION WILL BE CONSIDERED SEALED BIDS IN CONFORMANCE WITH STATUTE.

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 BY EMAIL AT thall@currycounty.org IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Troy Hall
Curry County Purchasing Agent
thall@currycounty.org

SPECIFIC CONDITIONS

Bids must be received electronically by March 30, 2021 at 2:00 p.m. Mountain Time. Sealed bids will be publicly opened online via GoogleMeet. Instructions for participating in the meeting are as follows:

Meeting ID
meet.google.com/fvt-tpyd-uqm

Phone Numbers
(US)+1 717-450-7734
PIN: 569 006 650#
More phone numbers

1. **Criteria for Award**: Award shall be based on the lowest responsible bid prices which meet specifications. Prices quoted shall include all costs. Multiple bids may be accepted. 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.

   The County currently has a contract and may award multiple contracts to provide Heating and Air Conditioning services. The selection of a contractor by the County shall be the contractor providing services for the specific project at the lowest overall cost to the County. An awarded contractor not offering the lowest cost to the County can only be used for the specific project if the contractor providing the lowest overall cost to the County is unable to provide the requested services in a timely manner.

2. **Guaranteed Performance**: The successful contractor(s), if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of contractors 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

The contractor shall provide County with services as may be necessary regarding heating and/or air conditioning needs that the County may have at any of the County's locations in Curry County. All said services to be performed must comply with all applicable codes, whether it is local codes such as the City of Clovis, state codes or national codes. Contractor shall be licensed with the State of New Mexico and all work shall be performed under Contractor's New Mexico Mechanical License/MM98. Work will include but not be limited to repairing and installing air conditioners, gas heaters, electronic and pneumatic controls, kitchen equipment, ice machines and similar services. Any and all repairs and replacement of parts or equipment must perform at a level equal to the original standards. Any and all warranties on new parts/equipment will be assigned by the Contractor to the County.

Contractor shall be available to perform requested work at all times of the day and night. Contractor will have a maximum two (2) hour response time to an emergency call out by the County. Contractor shall provide the County with an estimate of man hours and materials on any major project before proceeding with work.

Services will be authorized by approved County personnel only.

Contractor shall be responsible for obtaining any and all permits that may be necessary, if permits are necessary, contractor shall obtain the same prior to performing any work, unless it is emergency work or otherwise authorized by applicable codes, statutes or laws. With regard to any and all work performed, contractor shall be responsible for blocking off the work area to keep the public, as well as, notifying and making the public aware of the work site. Contractor shall ensure that the work site does not interfere or prevent access to County buildings. In the event that any work does interfere or prevent access to County buildings, to the public or County personnel, contractor shall make prior arrangements with County Management for notification to the public of alternate access areas. All materials at any job site shall be cleaned up at the end of each day and the job site shall be left with a neat appearance. Any and all problems which arise from faulty workmanship, parts or any work performed that does not comply with applicable codes and regulations, or materials provided by the contractor must be corrected by the contractor at no expense to the County.

CONTRACT

The term of a contract awarded as a result of this BID shall be from award date for two (2) years. The contract may be renewed according to the terms stated herein for one (1) additional two (2) year period, not to exceed four (4) years. All prices, costs and conditions submitted in response to this Invitation to Bid shall remain fixed and valid after the closing date for this bid submission and throughout the term of the agreement. The County shall have the option of renewing the existing contract, by mutual agreement, with approval by the Board of Commissioners, or requesting new Bids for services. The rates may be negotiated for each renewal of the contract. A breach of any terms of the contract shall be grounds for immediate termination of the contract. Either party may terminate the contract for any reason upon written notice to the other party, made at least thirty days in advance of the termination date.

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

Contractors 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, contractors 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.

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.

SAFETY REQUIREMENTS

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

AWARD

The award may be made to the contractor(s) providing a responsive, responsible bid that meets and satisfies all of the requirements herein and results in the lowest overall cost to the County. The award will be made by the Curry County Commission at their regularly scheduled meeting. Bid prices must be good for ninety (90) days subsequent to date of opening.

ASSIGNMENT

Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the contractors except as set forth in the subparagraph or as expressly authorized in writing by the County. No such assignment or transfer shall relieve the Contractors from the obligations and liabilities under this order.

Contractors agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

DISCOUNTS

Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

COMMERCIAL WARRANTY

The contractor agrees that the supplies or services furnished under this contract shall be

covered by the most favorable commercial warranties the contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

INVOICING

Contractor shall furnish reports of materials, equipment and labor used to complete each project. Invoices must list time and materials, worker classifications, and the hourly fees used must be the same as those submitted with the bid response. Contractor must bill the County within ten (10) work days after the completion of each project or each item of work.

DEFAULT

The County reserves the right to cancel all or any part of an order without cost to the County, if the contractor(s) fail to meet the provisions of the order and, except as otherwise provided herein, to hold the contractor(s) liable for any excess cost occasioned by the County due to the contractor's default. The contractor(s) shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the contractor(s), such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor(s) to meet the required delivery schedule. The rights of the County provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Invitation to Bid.

QUESTIONS

Questions regarding the specifications stated within the bid or the bidding process should be directed to Troy Hall, Purchasing Agent at thall@currycounty.org

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and submitted as part of the bid document.

2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the contractor(s), upon request of the County Manager, agrees to an extension.

3. Payment Terms: For all goods/services provided by the successful contractor(s), 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 contractor(s) must submit and have 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 contractor(s) 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 nonapplicable 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 contractor(s) 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 contractor 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. 01503047004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and <u>must</u> be re-issued through the Taxation and Revenue Department.**

8. Contractors 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: Contractors, 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 Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all contractors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at http://www.currycounty.org/dr/miscellaneous.

11. Qualifications of Contractors: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the contractor to perform the work, and the contractor 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 contractor fails to satisfy the County that such contractor 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 13128 through Section 131199 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 contractor who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a contractor who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

14. The successful contractor 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 contractor 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 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 contractor(s) must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The contractor(s) will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:

    a. General and professional liability insurance in the amount of $1,050,000 single limit, and $2,000,000 aggregate
    b. Workers' Compensations insurance as required by state statue.

18. It is the responsibility of the bidder(s) 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.

19. The successful contractor(s) shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor(s) from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

BID FORM 1
QUOTATION SHEET

SERVICES WEEKDAYS (8:00 a.m. to 5:00 p.m.):

1. Licensed journeyman $_____per hour
2. Apprentice $_____per hour
3. Laborer $_____per hour

EMERGENCY CALL OUT (5:00 p.m. to 8:00 a.m.):

1. Licensed journeyman $_____per hour
2. Apprentice $_____per hour
3. Laborer $_____per hour

MATERIALS (DISCOUNT OFFERED FROM RETAIL):

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

(NOTE: Do not include gross receipts tax in the prices quoted above.)

Signed _____

Printed/typewritten name _____

Title _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____ 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: James Ridling, Robert Sandoval, Chet Spear, Robert Thornton, Seth Martin, Anastasia Hogland, Candace Morrison, Kendall Kempf, 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)

BID FORM #3

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one box only

Resident Veterans:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% 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's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number:_____

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

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

☐ I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.