

**INVITATION TO BID**

**Hauling and Delivery of Caliche and other Road Material**

**Curry County Road Department**

**Clovis, NM 88101**

**Invitation to Bid No. 2014/15-02**

**Submittal Deadline:**

**Thursday September 25, 2014 at 1:00 P.M. Mountain Time**

**Mail bids to the following address:**

**Curry County Administration**

**700 N. Main Street, Suite 10**

**Clovis, NM 88101**

**Attn: 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 for the hauling and delivery of caliche and other road building materials for the Curry County Road Department.

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. Sealed bids will be accepted until the date specified. Opening will take place at the Curry County Courthouse Conference Room across from the County Manager's Office located at 700 North Main, Suite 10, Clovis, New Mexico 88101.

**IMPORTANT:**

**BIDS ARE DUE and must be received by the Curry County Purchasing Department no later than, Thursday September 25, 2014 at 1:00 P.M. Mountain Time**

**NO BIDS WILL BE ACCEPTED BY FAX OR EMAIL**

**Bids must be submitted in a sealed envelope that is clearly marked. "Bid No. 2014/15-02 – Do Not Open"**

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.

**GENERAL CONDITIONS:**

1. **Bid Forms:** Bids shall be submitted only on the bid forms provided by the County. All pages included in this Invitation to Bid that are marked **Bid Form 1, 2, 3 and 4 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 Sixty (60) Days:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. **Payment Terms:** 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 700 N. Main, Suite 10, Clovis, NM 88101. Contractor must have submitted a completed W9 form on file with the County
4. **Clarifications:** If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the County Manager 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 County Manager 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 Manager.
5. **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.
6. **In-State Preference (Bid Form 2):** 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 complete and fill in the New Mexico Bidder's Preference Number, and 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).

7. **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.**
8. **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.
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, bidder agrees to comply with this paragraph.
11. **Procurement Code:** 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 imposes felony penalties for illegal bribes, gratuities and kickbacks.
12. **Right to Reject:** 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.
13. **Indemnification:** 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.

14. **Refusal to Perform:** 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.
15. **Venue for Dispute:** 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.
16. **Warranty:** The bidder warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified herein by the County.
17. **Compliance:** Successful bidder must, in performance of work on this project, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
18. **Addenda:** 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 packets were not obtained as directed.

## **SPECIFIC CONDITIONS**

Bids must be received at the Curry County Court House Purchasing Department, 700 North Main Street, Suite 10 by **Thursday September 25, 2014 at 1:00 P.M. Mountain Time**. Any bids received after 1:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

## **BID OPENING**

Competitive sealed bids will be accepted until **Thursday September 25, 2014 at 1:00 P.M. Mountain Time** at the Curry County Administration office, 700 N. Main Street, Clovis, New Mexico. At that time and place, the bids will be publicly opened. Bids should be submitted in a sealed envelope clearly marked: "Bid No. 2014/15-02 - Do Not Open".

## **RESERVATIONS**

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.

## **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 regularly scheduled meeting.

The awardee 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.

## SPECIFICATIONS

The Curry County Road Department is responsible for maintaining approximately 1,357 miles of roads. The County wishes to enter into a contract with a bidder who can pick up and distribute caliche and other road building materials on whatever County road the Road Department is working on:

- 1) Provide a minimum of four (4) belly dumping eighteen-wheel trucks having at least a twenty-six (26) cubic yard capacity.
- 2) Provide a minimum of four (4) end-dump straight trucks having an eight (8) to fourteen (14) cubic yard capacity and have the capability to hook to Curry County chip-spreader for chip sealing roads. All trucks must be available to provide caliche and other road materials to County on one (1) week notice.
- 3) All trucks furnished must be properly licensed and meet all Federal and State requirements as they may pertain to the work requested.
- 4) All operators/drivers of the trucks must be duly and properly licensed to operate said vehicles in the State of New Mexico.
- 5) All trucks furnished must have operating odometers properly calibrated to tenth of a mile.
- 6) The mileage for each project shall be determined by arriving at an average haul distance for the entire project. For example, if the shortest distance between the material source and the project is four (4) miles and the longest distance between the material source and the project is eight (8) miles, then each load will be paid based on a hauling distance of six (6) miles, regardless from where the load is being hauled.
- 7) Each bidder shall indicate the charge to haul a ton of caliche or other road building materials, and the per hour rental rate for trucks having an eight (8) to fourteen yard capacity. for the following distances:

1. 0.00-0.99 miles	9. 8.00-8.99 miles
2. 1.00-1.99 miles	10. 9.00-9.99 miles
3. 2.00-2.99 miles	11. 10.00-11.99 miles
4. 3.00-3.99 miles	12. 12.00-13.99 miles
5. 4.00-4.99 miles	13. 14.00-15.99 miles
6. 5.00-5.99 miles	14. 16.00-17.99 miles
7. 6.00-6.99 miles	15. 18.00-20.00 miles
8. 7.00-7.99 miles	16. Over 20 miles
- 8) Curry County shall only pay for trucks that are actually used for the delivery/disbursement of caliche and other road building materials, whether they are made available or not.
- 9) Each bidder shall be considered an independent contractor and not an employee of the Curry County Road Department. However, directions as to time and place of

performance and compliance with rules and regulations may be required by the Road Superintendent.

10) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of New Mexico. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.

11) The Bidder shall agree that Curry County will have the right to inspect any piece of equipment, at the time of use. In the event that equipment to be used is found to be in unsatisfactory condition, the County shall have the privilege of either permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

## **QUESTIONS**

Questions regarding the specifications stated within the bid should be directed to Steve Reed, Road Superintendent at [sreed@currycounty.org](mailto:sreed@currycounty.org). Questions regarding the bidding process should be directed to Lee Montano at [cmontano@currycounty.org](mailto:cmontano@currycounty.org). We strongly suggested that you email all your questions; all questions will be answered by email.

## **INSURANCE**

The vendor shall furnish Curry County with protective liability insurance naming the County of Curry as an additional insured in the following amounts, at a minimum:

1. For claims made by Curry County against the vendor for damage to the County's property or for bodily injury or death to County employees, a minimum amount of \$1,000,000 for all claims arising out of each occurrence; and,
2. For claims against Curry County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under New Mexico's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
3. Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the New Mexico Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required Insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Curry and/or the New Mexico Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract

### **FUEL SURCHARGE**

Curry County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$4.01 a gallon; everything over \$4.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at [www.eia.doe.gov](http://www.eia.doe.gov). See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

### **NEW MEXICO BIDDER'S PREFERENCE NUMBER**

Credit will be given for vendors with a New Mexico Preference Number according to the provisions of Section 13-1-12, NMSA, as amended. Such number must be written on the Quotation Sheet in the space provided in order to receive the preference.

The contract may be awarded to the most responsive and responsible bidder meeting specifications, proposing the lowest cost to the County.

A potential vendor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

### **BID OPENING**

Competitive sealed bids will be received by Curry County Purchasing Office, located at 700 North Main Street, Suite 700, Clovis, New Mexico, until **Thursday September 25, 2014 at 1:00 P.M. Mountain Time**. The bids must be in a sealed envelope that is plainly marked "**Bid No. 2014/15-02 - Do Not Open**". **BIDS CANNOT BE FAXED OR EMAILED.**

### **NOTICE**

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

### **AWARD**

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County.

### **INQUIRIES**

Question concerning this bid should be directed to Steve Reed, Road Superintendent at 575-762-1501 or Lee Montano, Purchasing Agent 575-763-6016.

## **CONTRACT TERM**

The contract term shall be from October 2, 2014 running through October 1, 2016, with two (2) options to renew for additional (2) two-year periods, for a total of six (6) years possible. At the end of the contract period, the County and the vendor will negotiate and determine if prices will remain the same or change to the satisfaction of both parties.

## **PERFORMANCE BOND**

The vendor shall supply to the County a performance bond in the amount of one hundred percent (100%) of the estimated contract value. Such performance bond must be delivered to the Curry County Administration Office within five (5) working days from the date of award. Failure to supply evidence of obtaining the performance bonds shall render all agreements between Curry County and the vendor null and void.

## **PAYMENTS**

The vendor must submit a detailed invoice to the Curry County Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load, number of loads and the price of fuel. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

## **QUOTATION SHEET**

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

## **VARIATIONS**

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid proposal. Bidders shall use the attached Quotation Sheet to submit their bid.

## **COUNTY RESERVATIONS**

Curry County 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. In addition, Curry County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

**WE LOOK FORWARD TO YOUR BID SUBMISSION.**

**IF THERE IS ANY PROBLEM REGARDING THE BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING DIRECTOR IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM? NO BIDS WILL BE ACCEPTED BY FAX OR EMAIL.**

Bids may be mailed to: Curry County Administration  
700 N. Main St Suite 10  
Clovis, NM 88101  
ATTN: Purchasing Department

Or hand/courier-delivered to: Curry County Administration  
700 N. Main St, Suite 10  
Clovis, NM 88101  
ATTN: Purchasing Department

Bids may be signed for/left with the Administrative Assistant in the Manager's suite.

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

Lee Montano  
Purchasing Agent  
575-763-6016

**BID FORM 1**  
**QUOTATION SHEET**

Cost per ton per mile for hauling of caliche and other materials:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. 0.00 – 0.99 miles _____ | 9. 8.00 – 8.99 miles _____    |
| 2. 1.00 – 1.99 miles _____ | 10. 9.00 – 9.99 miles _____   |
| 3. 2.00 – 2.99 miles _____ | 11. 10.00 – 11.99 miles _____ |
| 4. 3.00 – 3.99 miles _____ | 12. 12.00 – 13.99 miles _____ |
| 5. 4.00 – 4.99 miles _____ | 13. 14.00 – 15.99 miles _____ |
| 6. 5.00 – 5.99 miles _____ | 14. 16.00 – 17.99 miles _____ |
| 7. 6.00 – 6.99 miles _____ | 15. 18.00 – 20.00 miles _____ |
| 8. 7.00 – 7.99 miles _____ | 16. Over 20 miles: _____      |

Belly Dump Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

Belly Dump Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

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Belly Dump Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

End Dump Straight Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

End Dump Straight Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

End Dump Straight Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

End Dump Straight Truck Capacity \_\_\_\_\_ Yards @ \$ \_\_\_\_\_ per hour

Note: The vendor will make available at least four (4) trucks of each description to the County.

**BID FORM 2**

Company Submitting Bid: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

New Mexico Bidders Preference Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



#### **BID FORM 4**

#### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. 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 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.

THIS FORM 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 either 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, not does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter,-in-law or son-in-law.

**“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 contractor or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**BID FORM 4 CONTINUATION**

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

**NAME:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.**

**NAME:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position