

# **INVITATION TO BID**

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

**Invitation to Bid No. 2014/15-04**

**Submittal Deadline:  
Tuesday January 27, 2015 at 2:00 p.m. MST**

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

**Bid must be submitted in a sealed  
envelope clearly marked  
“Bid No. 2014/15-04 – Do Not Open”**

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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the **Sale of four (4) or five (5) Caterpillar Motor Graders**, subject to terms and conditions set forth in this notice. The Caterpillar Motor Graders will be sold separately or in group lots, depending upon the bid(s) that provide the best overall amount. Sealed bids will be accepted until the date specified. Opening will take place at the County Courthouse Conference room, located at 700 N. Main, Clovis, New Mexico 88101, (across from County Manager's Office).

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

**IMPORTANT:**

**BIDS ARE DUE BY TUESDAY, JANUARY 27, 2015 AT 2:00 P.M. MST**

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

**1. GENERAL CONDITIONS**

- A. Bid Forms: Bids shall be submitted only on the bid forms provided by the County. The bidder shall submit one copy signed and sealed. Bidders must complete Bid Forms 1, 2 and 3 attached hereto.
- B. Bids binding one hundred twenty (120) days: All bids submitted shall be binding for one hundred twenty (120) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
- C. Payment Terms: The terms of sale are cash or other form of payment acceptable to Curry County.
- D. If there is any problem, ambiguity, request for clarification or question regarding this bid, you must contact the County Manager or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening if submitted in writing prior to 9:00 a.m. on January 16, 2015 to the Finance Office. Answers submitted 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.
- E. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the finance department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or

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question regarding the specifications or bidding procedures must be received in the finance department not less than seventy-two (72) hours prior to the time set for bid opening.

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

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omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

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

**2. DESCRIPTION OF PROPERTIES**

- A. Unit #B2 2007 Caterpillar 140M Motor Grader with approximately 4443 hours. Serial Number LB9D00220, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, and cab is low profile, tip control and differential lock/unlock.
- B. Unit #B3 2007 Caterpillar 140M Motor Grader with approximately 4841 hours. Serial Number CB9D00231, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, and cab is low profile, tip control and differential lock/unlock.
- C. Unit #B4 2007 Caterpillar 140M Motor Grader with approximately 4380 hours. Serial Number VB9D00229, Features Include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, and cab is low profile, tip control and differential lock/unlock.
- D. Unit #B5 2007 Caterpillar 140M Motor Grader with approximately 4756 hours. Serial Number CB9D00228; Features include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, and cab is low profile, tip control and differential lock/unlock.
- E. Unit #B6 2007 Caterpillar 140M Motor Grader with approximately 4078 hours. Serial Number KB9D00226; Features include: C7 Engine, joystick controls, EROPS, side shift, variable horsepower, air conditioner, ripper, and cab is low profile, tip control and differential lock/unlock.

Curry County reserves the right to sell four (4) of the above five (5) referenced road graders or all five (5) of the above referenced road grades. Bidders are required to submit bids on any or all of the road grades.

### **3. PROPERTY INSPECTION**

The above described Caterpillar Motor Graders will be available and open for public inspection at 10:00 a.m., MST on Tuesday, January 13, 2015 at the Curry County Road Barn located at 600 South Norris, Clovis, NM 88101.

### **4. TERMS AND CONDITIONS OF SALE**

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

### **5. BID INSTRUCTIONS**

- A. Bidders must use the attached Quotation Sheet (Bid Form 1).
- B. All bids must be signed.
- C. Bids must include a date when the Caterpillar Motor Grader(s) will be removed by the Bidder, which shall be prior to May 31, 2015.

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

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

**Bid Opening:** Competitive sealed bids will be accepted until Tuesday, January 27, 2015 at 2:00 p.m. in the Curry County Administration/Finance Office in the Curry County Courthouse, Clovis, New Mexico. At that time, the bids will be publicly opened and read aloud.

### **6. CRITERIA FOR AWARD**

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

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including the date of sale. The hours listed for the Motor may change. All Bidders are encouraged to view and inspect the Motor Graders as set forth in Paragraph 3 hereof.

**7. BID AWARD AND PAYMENT**

The successful bidder(s) shall make payment upon receipt of the Caterpillar Motor Graders, unless a prior arrangement has been made with Curry County. All final awards will be approved by the County Commission.

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

**Sealed Bids:** Sealed bids must be plainly marked, as follows: **“Bid No. 2014/15 – 04 - Do Not Open”**.

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

**Inquiries:** Questions concerning this bid should be directed to Carol Pipes Finance Director at (575)763-6016. Questions concerning the specifications of the property or the inspection thereof should be directed to David Corbin, Road Maintenance Supervisor at (575)762-1501.

## BID FORM 1

Serial Number	Unit	Approx. Hours	Bid Price
LB9D00220	B2	4443	
CB9D00231	B3	4841	
VB9D00229	B4	4380	
CB9D00228	B5	4756	
KB9D00226	B6	4078	

## QUOTATION SHEET

Firm Submitting Bid: \_\_\_\_\_

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

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

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

New Mexico Bidder's Preference Number: \_\_\_\_\_

Proposed Removal Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

**BID FORM 2**  
**CURRY COUNTY**

TO: Curry County Manager  
700 N. Main, Suite 10  
Clovis, NM 88101

DATE: \_\_\_\_\_

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

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

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

Bidder initial: \_\_\_\_\_

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

**BID FORM 3**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to 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.

**“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.

**BID FORM 3 CONTINUATION**

“**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