

Curry County

INVITATION TO BID

Gasoline and Gas Card Services

Invitation to Bid No. 2014/15-05

Submittal Deadline:

Tuesday, February 24, 2015 at 2:00 p.m. MST

Mail bids to the following address:

Curry County Administration

700 N. Main Street, Suite 10

Clovis, NM 88101

Attn: Finance Department

**Bids must be submitted in a sealed
envelope that is clearly marked
“Bid No. 2014/15-05 – 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 **Gasoline and Gas Card Services for Curry County**, subject to terms and conditions set forth in this notice. 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, FEBRUARY 24, 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.

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

Bids may be mailed or
hand/courier-delivered to:

Curry County Administration
700 N. Main, Suite 10
Clovis, NM 88101
Attn: Finance Department

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 deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Carol A. Pipes
Finance Director
575-763-6016

1. GENERAL CONDITIONS

- A. **Bids must be received by Tuesday, February 24, 2015 at 2:00 p.m. mountain time.** Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.
- B. **Criteria for Award:** Award shall be based on the lowest responsible price which meets minimum specifications. 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.
- C. **Term of Contract:** The term of this bid shall be for a twelve (12) month period beginning March 3, 2015 through March 2, 2016, with an option of renewing on an annual basis for three (3) additional one-year periods, for a total of four (4) years.
- D. **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.
- E. **Bids Binding Thirty (30) days:** All 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.
- F. **Payment Terms:** Payments shall be made within 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. Must have submitted a completed W9 form on file with the County prior to any payments being issued. For all purchases made by Credit Card, standard payments are usually made within 3-5 business days. All purchases made by credit card require an itemized 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.
- G. **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.
- H. **Inquiries:** 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. 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.
- I. **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

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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 finance department not less than seventy-two (72) hours prior to the time set for bid opening.

- J. **New Mexico Bidder's Preference:** A five percent (5%) 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 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 percent (5%) 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).
- K. **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 signed and securely sealed prior to submitting to the Administration/Finance office. No un-sealed, faxed or e-mailed bids are acceptable.
- L. **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 the bid.*
- M. **Taxes:** Price, as shown on the bid proposal form, shall be exclusive of gross receipts tax. However, the applicable gross receipts tax shall be shown as a separate amount on each billing made under the contracts. Curry County is exempt from gross receipts tax for the purchase of tangible personal property only. A properly issued Type 9 Nontaxable Transaction certificate may be obtained from the County, which will substantiate a deduction from the gross receipts tax.
- N. **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.
- O. **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.
- P. **Notice:** 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.
- Q. **Right to Reject:** The Curry County Board of Commissioners reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar

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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.

- R. **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.
- S. **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.
- T. **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.
- U. **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 packet was not obtained as directed.

2. SPECIFIC CONDITIONS

- A. **Bid Pricing:** The additional price per gallon requested on the bid proposal form is the amount per gallon proposed to be added to the refinery/rack price. Bids will be evaluated based on the additional price per gallon.
- B. **Vendor Billing:** The successful bidder will bill at the refinery/rack price plus the additional price per gallon at the time of the receipt of gasoline. The billing shall include all applicable state taxes.
- C. **Fluctuating Prices:** Prices may fluctuate in accordance with refinery prices. CHANGES MUST BE MADE IN WRITING WITH A LETTER FROM THE REFINERY SUPPLIER, ATTACHED AS DOCUMENTATION. IN CASES WHERE THERE IS MORE THAN ONE SUPPLIER, THE CONTRACTOR IS INSTRUCTED TO PROVIDE THE COUNTY WITH A PRICE LIST OF THE LOWEST SUPPLIER. The price quoted for the additional price per gallon proposed must remain firm for the duration of the contract. At the end of the initial contract year, there will

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be an option of renewing with the successful vendor based upon the additional cost per gallon and if there is a change in the additional cost per gallon.

- D. **Gas Card Services:** Gas card services must be available in Clovis, Texico, Grady and Melrose. If the successful vendor can provide services in other locations, they should be noted on the Bid Proposal Form.
- E. **Fuel Type:** All unleaded fuel must be premium unleaded.
- F. **Information to County Officials:** Successful bidder will supply Road Superintendent and Sheriff with rack prices weekly.
- G. **Right to Test Pumps:** Curry County reserves the right to, at its discretion, test any pumps providing service to County vehicles. Such testing shall be done at the County's expense.
- H. **Accountability:** The vendor will provide a method by which Curry County will have an accounting of the amount of gasoline dispensed to a particular vehicle.
- I. **Fuel Methodology:** The vendor will provide a method by which only a particular type of fuel will be dispensed to a particular vehicle.
- J. **Service Availability:** Service must be available 24 hours a day, 365 days a year.
- K. **Estimated number of vehicles:** The County currently has approximately 60 users. Approximately, fifty (50) vehicles use unleaded gasoline.
- L. **Octane Rating:** The majority of the vehicles will require regular unleaded fuel with octane rating of 88 plus.
- M. **All billing will be made to:** Curry County Administration, 700 N. Main, Suite 10 Clovis, NM 88101.
- N. **County Guarantee:** No guarantee or warranty is made or implied by either the County Finance Office or the user that any order for any definite quantity will be issued under this price agreement.
- O. **Amendments to Contract:** This price agreement may be amended by mutual agreement of both parties upon written notice by either party to the other. An amendment to this price agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon and as published by the County Purchasing Agent. Where specifically stated in the notice for amendment, the date of the amendment notice will be utilized to determine the effective date of termination of the contract.
- P. **Deviations from Contract:** Deviations will not be tolerated and will be just cause for rejection of the agreement, unless they were originally listed in the vendor's bid and accepted by Curry County Commissioners.
- Q. **Excise Tax:** As allowed by IRS Notice 88-13, dated February 8, 1988, pertaining to the Tax

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Reform Act of 1986, the vendor will sell the gasoline to the County free of excise tax. The vendor will pay the excise tax and claim a tax credit or refund for gasoline sold to the County.

- R. **Termination of Contract:** This price agreement may be terminated by either party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.
- S. **Replacement Card Costs:** The cost of replacement cards should be included on the bid proposal form.

3. BID INSTRUCTIONS

- A. Bidders must initial the attached Acceptance Form (Bid Form 1).
- B. Bidders must use the attached Quotation Sheet (Bid Form 2) to submit their bids. The Quotation Sheet(s) must be signed.
- C. Bidder is required to sign the attached Disclosure Form (Bid Form 3)

Bid Opening: Competitive sealed bids will be accepted until Tuesday, February 24, 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.

4. CRITERIA FOR 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 a regularly scheduled meeting.

Inquiries: Questions concerning this bid should be directed to Carol Pipes Finance Director at (575)763-6016.

CURRY COUNTY
BID FORM 1

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 thirty (30) 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, laws and regulations that in any manner may affect cost.
2. Bidder has given the Finance Director written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Finance Director 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: _____

**CURRY COUNTY
QUOTATION SHEET
BID FORM 2**

Additional Price per Gallon (Over Rack Price): _____

Delivery Cost, if applicable: _____

Cost for Replacement Cards: _____

Locations Where Gas Can Be Purchased: _____

Firm Submitting Bid: _____

Address: _____

Telephone Number: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

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