

INVITATION TO BID

**NM DOT-SPEC Crushed Caliche
Curry County Road Department
Clovis, New Mexico**

Invitation to Bid No. 2014/15-07

**Submittal Deadline:
Wednesday, October 29, 2014 at 1:30 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**

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

“Bid No. 2014/15-07 – Do Not Open”

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 NM DOT-SPEC crushed caliche. Sealed bids will be accepted until the date specified. Opening will take place at the Curry County Courthouse Administration office, located at 700 N. Main, Clovis, New Mexico 88101, in the County Courthouse Conference room (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 Wednesday, October 29, 2014 AT 1:30 P.M. Mountain Time

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.

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 PURCHASING DIRECTOR IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

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

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

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.

Lance A. Pyle
County Manager
575-763-6016

GENERAL CONDITIONS

1. Bid Forms: Bids shall be submitted only on the bid forms provided by the County. The bidder shall submit one copy signed and sealed.
2. Bids Binding sixty (60) days: Unless otherwise specified all formal 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: For all purchases made by Purchase Order, 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. 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 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 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.
5. 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.
6. 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.
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 bidder 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. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

8. **Bid Forms:** All pages included in this Invitation to Bid that are marked "**BID FORM**1, 2, 3, 4 and continuation" 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 unsealed, faxed or e-mailed bids are acceptable.
9. 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.**
10. 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.
11. 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.
12. Qualifications of Bidders: The County may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder 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 bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

SPECIFIC CONDITIONS

Bids must be received by **Wednesday October 29, 2014 at 1:30 p.m. Mountain Time**. Any bids received after 1:30 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award**: Award shall be based on the lowest responsible bid prices which meet 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.

2. **Guaranteed Performance**: The bidder, if awarded a contract as a result of this bid, guarantees that the supplies will conform to the specifications in this bid. If the County determines any supply to be non-conforming with specifications, the vendor agrees to make such changes, adjustments or replacements as are necessary in order to provide a supply which meets the requirements at no cost to the County. Failure of the vendor to comply with providing a product which meets minimum specifications may result in termination of the award of that item or termination of the contract.
3. **Inspection of Materials**: The County reserves the right to inspect supplies provided by the bidder to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the County considers necessary and may occur prior to or after the bid being awarded.

SCOPE OF WORK

Curry County is seeking bids for NM DOT-SPEC crushed caliche described in more detail below.

Curry County is looking to enter into a contract with a bidder who can provide County with spec base coarse (caliche) as approved by "New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction" 2014 Edition Caliche for work on county roads. Caliche must be made available to Curry County as designated, within forty-eight (48) hours of being requested by County.

The amounts of Caliche needed for each job site will vary and cannot be pre-determined. The Curry County Road Superintendent or his designee will make that determination after inspecting the road. The Caliche will be ordered after the inspection is complete.

This bid is only required to give a price per ton since it cannot be determined as to how many tons the County will need to do any one project. As stated above there will be a (48) hour period from our request to the pick-up.

The successful bidder shall produce and provide caliche to the County throughout the term of the agreement, provided such caliche is available. Such caliche shall be loaded and weighed by the county, unless otherwise agreed upon.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this Invitation to Bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

QUOTATION SHEETS

Bidders shall use the attached Quotation Sheet(s) titled "Bid Form" to submit their bids. The Quotation Sheet(s) must be signed. New Mexico Gross Receipts tax will be applied to the entire

project since it is a construction project and shall be based by the tax rate of the location where the majority of the work will be completed.

NEW MEXICO BIDDER'S PREFERENCE

Pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978, and GSD Rule 1.4.1 NMAC, bidders claiming the 5% preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided in order to receive the preference.

BID OPENING

Competitive sealed bids will be accepted until **Wednesday October 29, 2014 at 1:30 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. 2014/15-07- Do Not Open**".

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.

AWARD

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

The award will be made by the Curry County Commission at their next regularly scheduled meeting. Bid prices must be good for sixty (60) days after date of award. The undersigned hereby offers to furnish and deliver the products as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the Invitation to Bid, all of which are made a part of this offer. This offer must be good for at least sixty (60) days subsequent to the bid opening date.

QUESTIONS

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

BID FORM 1 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 sixty (60) 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, work, site, locality and all applicable conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
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 2
NEW MEXICO BIDDER'S PREFERENCE INFORMATION.

Company Submitting Bid: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

New Mexico Bidders Preference Number: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BID FORM 3
QUOTATION SHEET

Price per Ton for NM DOT SPEC. Crushed Caliche _____

Location of the Pit(s) _____

READ CAREFULLY:

The undersigned hereby offers to furnish Crushed Caliche, as specified above, at the prices and terms there stated; and, in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is good for a minimum of thirty (30) days after the bid opening.

The price per ton for all crushed caliche, NM DOT spec is FOB at the caliche pit.

Do not include New Mexico Gross Receipts Tax in the price quoted above. Curry County will pay all applicable New Mexico Gross Receipts Tax to the successful bidder.

Entity submitting bid: _____

Address: _____

Telephone: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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.

“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