

# County of Curry



**Invitation to Bid No. 2024/25-12**

**Spec Crushed Caliche for the Curry County  
Road Department**

**Issue Date:  
January 21, 2025**

**Bid Due:  
February 10, 2025  
Time: 2:00 p.m. Mountain Time**

**Last Date to Ask Questions:  
February 3, 2025  
At 5:00 p.m. Mountain Time**

**Last Date to Issue Addendum:  
February 5, 2025  
At 5 p.m. Mountain Time**

**Curry County Administrative Complex  
417 Gidding, Suite 100  
Clovis, NM 88101  
Attn: Finance/Purchasing Department  
575-763-6016**

**Curry County Administrative Complex  
Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department  
Page 2 Commodity Class #75014**

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 Spec Crushed Caliche for the Curry County Road Department.

**IMPORTANT:  
BIDS ARE DUE BY FEBRUARY 10, 2025 AT 2:00 P.M.**

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, BIDNET. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. PLEASE NOTE, THE COUNTY HAS CHANGED TO A DIFFERENT ITB/RFP WEBSITE. TO REGISTER, PLEASE VISIT THE LINK: [www.bidnetdirect.com/](http://www.bidnetdirect.com/). BIDS WILL BE TIME-STAMPED IN THE BIDNET 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 PURCHASING AGENT BY EMAIL AT [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov) IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.**

Melynda Crouch  
Curry County Purchasing Agent  
[mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov)

**Curry County Administrative Complex  
Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department  
Page 3 Commodity Class #75014**

**SPECIFIC CONDITIONS**

Bids must be received by FEBRUARY 10, 2025 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.

1. **Criteria for Award:** Award shall be based on the lowest responsible bid prices which meet specifications and deliverable requirements. 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. Multiple bids may be awarded to achieve the lowest cost to the County.
2. **Guaranteed Performance:** The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder 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.

**SCOPE OF WORK**

Curry County is seeking bids for Spec Crushed Caliche for work on County Roads. The County requests, but does not require, that the offeror provide multiple pit locations in Curry County.

Caliche must be made available to Curry County as designated, within thirty (30) days of being requested by County.

The amount of caliche needed for each job site will vary and can be pre-determined, but only by estimated quantities. The Curry County Road Superintendent or his designee will make the final determination after inspecting the road. The Caliche will be ordered after the inspection is complete, and a purchase order given. Curry County Road Department must be given a minimum of one (1) year to pick up materials from bidder after caliche is made available made available.

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 on any one project.

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.

**Material Specifications:**

Materials purchased under this Price Agreement shall conform to the requirements for Base Course Aggregate **Type IA as defined below.** Unless otherwise noted, material purchased must comply with Section 303 of the current New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction; contractor shall submit a sample of proposed source material to the County Road Department for

**Curry County Administrative Complex  
Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department  
Page 4 Commodity Class #75014**

acceptance as per Section 303.3.8. of the current standard Specifications Book. They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

Base course shall be composed of materials consisting of crushed stone, crushed or screened gravel, sand or a combination of such materials. Base course shall be free from vegetable matter and all other deleterious materials including silt and clay balls.

The aggregate material shall be combined in such proportions that the resulting composite blend meets the requirements as follows:

BASE COURSE AGGREGATE TYPE 1A	
Sieve Size	Percent Passing
1-1/2 inch	100
¾ inch	85-95
No. 4	40-70
No. 10	25-55
No. 200	6-20

Ensure that at least 50% of the Materials retained on or above the No. 4 sieve have at least two (2) Fractured Faces when evaluated in accordance with AASHTO T-335, "Determining the Percentage of Fracture in Coarse Aggregate". Provide Base Course from a material source with a maximum AI of 35 when calculated in accordance with Section 901, "QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)," a maximum LL of 25, and a maximum PI of 16. Determine the AI for the untreated natural aggregate source.

**CONTRACT**

The anticipated term of a contract awarded as a result of this BID shall be from **February 18, 2025** for two (2) years. The contract may be renewed according to the terms stated herein for four (4) additional two (2) year periods, not to exceed ten (10) 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 year 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 (30) days in advance of the termination date.

**PRE-BID CONFERENCE**

A pre-bid conference is not scheduled. Should you have questions about the bid, please contact Melynda Crouch by email at [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov).

**Curry County Administrative Complex  
Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department  
Page 5 Commodity Class #75014**

**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**

Bidders shall use the attached Quotation Sheet(s) to submit their bids. The Quotation Sheet(s) must be signed.

**BID OPENING**

Bids must be received electronically by FEBRUARY 10, 2025 at 2:00 p.m. Mountain Time. Sealed bids will be publicly opened online via Google Meet. Instructions for participating in the meeting are as follows:

ITB 2024.25.12 Bid Opening

Monday, February 10 · 2:00 – 3:00pm

Time zone: America/Denver

Google Meet joining info

Video call link: <https://meet.google.com/did-ysft-rqk>

Or dial: (US) +1 256-298-7620 PIN: 320 404 612#

More phone numbers: <https://tel.meet/did-ysft-rqk?pin=5483254261885>

**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(s) providing a responsive, responsible bid(s) which 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.

**QUESTIONS**

Questions regarding the specifications stated within the bid or the bidding process should be directed to Melynda Crouch, Purchasing Agent via email at [mcrouch@currycountynm.gov](mailto:mcrouch@currycountynm.gov).

**GENERAL CONDITIONS**

1. 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.

**Curry County Administrative Complex**  
**Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department**  
**Page 6 Commodity Class #75014**

2. Bids Binding forty-five (45) days: Unless otherwise specified all formal bids submitted shall be binding for forty-five (45) 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 services provided by Contractor, 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 bidder must have submitted a completed W-9 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 paid 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 Purchasing Agent 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 Purchasing Agent 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 Procurement Officer.
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/Native American or Resident/Native American 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 eight (8) to ten (10) 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**

**Curry County Administrative Complex  
Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department  
Page 7 Commodity Class #75014**

**Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

8. 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.**
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 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 bidders 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 Bidders: The County Purchasing Officer may make such investigations as he/she 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.
12. 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 impose felony penalties for illegal bribes, gratuities, and kickbacks.
13. 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 able to perform such a contract satisfactorily. Such is at the discretion of the County.
14. 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.

**Curry County Administrative Complex**  
**Bid No. 2024/25-12 Spec Crushed Caliche for the Curry County Road Department**  
**Page 8 Commodity Class #75014**

15. 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.
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. 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. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder 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 statute.
19. 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.
20. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**BID FORM 1**

**1. BID RECIPIENT**

1.1. This Bid is submitted to the OWNER:

**CURRY COUNTY**  
417 Giddings St.  
Suite #100  
Clovis, NM

1.2. This Bid is submitted by the BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3. Dated on the \_\_\_\_\_ day of \_\_, 20\_\_\_\_\_, this  
Bid for the construction of:

**BASE COURSE PRICING AGREEMENT**

**2. BIDDER'S ACKNOWLEDGEMENT**

2.1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER, this in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.2. The undersigned BIDDER, having examined the specifications and contract documents, with related documents, hereby proposes to furnish materials within the time set therein, at the prices stated below in compliance with the following:

A. Invitation for Bid dated January 21, 2025.

B. New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

- C. The Contract Documents, including Special Provisions and Supplemental Specifications.
- 2.3. All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Bid is a part.
- 2.4. BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the project within time frame specified.
- 2.5. BIDDER agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be Bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices Bid.

**3. ACKNOWLEDGEMENT OF ADDENDA**

- 3.1. The BIDDER hereby acknowledges receipt of the following Addenda:

Addendum No. ____	Date _____	Addendum No. ____	Date _____
Addendum No. ____	Date _____	Addendum No. ____	Date _____
Addendum No. ____	Date _____	Addendum No. ____	Date _____
Addendum No. ____	Date _____	Addendum No. ____	Date _____

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**4. BASIS OF BID**

**4.1. BASE BID**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1	Base Course Aggregate Type 1A 0 to 10,000 Tons	Ton	
2	Base Course Aggregate Type 1A 10,001 to 25,000	Ton	
3	Base Course Aggregate Type 1A 25,001 to 50,000	Ton	
4	Base Course Aggregate Type 1A 50,001 to 100,000	Ton	
5	Per Mile Delivery Charge	Mile	

**IMPORTANT:**

- A. *New Mexico Gross Receipts Tax will be added to Total Base Bid at the time of billing. Do not add New Mexico Gross Receipts Tax to the Total Base Bid.*

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

B.

**5 BID SUBMITTAL**

- 5.1 The Bid is hereby respectfully submitted by the undersigned Bidder.
- 5.2 The undersigned Bidder acknowledges that the complete set of Bidding Documents including Specifications and Contract Documents, and Addenda has been received and fully reviewed for providing:

**BASE COURSE PRICING AGREEMENT**

- 5.3 The undersigned Bidder is a(n):

**A. INDIVIDUAL:**

By: \_\_\_\_\_  
*Signature* *Name, Title*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

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**B. PARTNERSHIP:**

By: \_\_\_\_\_  
*Signature* *General Partner's Name, Title*

Company Name: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

Telephone: (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_

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**C. CORPORATION:**

By: \_\_\_\_\_  
*Signature of Authorized Person*                      *Name of Person Authorized*  
*to Sign, Title*

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

If a New Mexico Corporation: \_\_\_\_\_  
*NM Certificate of Incorporation Number*

If a Foreign Corporation: \_\_\_\_\_  
*NM Certificate of Authority Number*

Business address: \_\_\_\_\_  
\_\_\_\_\_

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

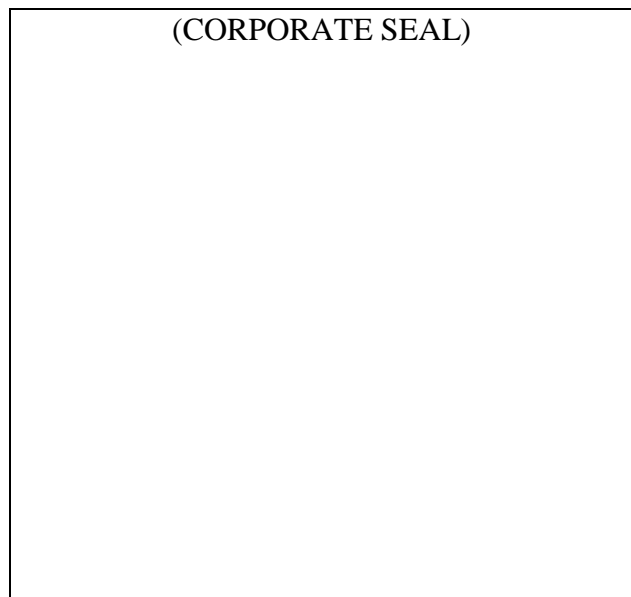
Telephone: (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
*Secretary Signature*

\_\_\_\_\_  
*Name, Title*

(CORPORATE SEAL)



CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

or,

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**D. JOINT VENTURE:**

By: \_\_\_\_\_  
*Signature* *Name, Title*

Company Name 1: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

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By: \_\_\_\_\_  
*Signature* *Name, Title*

Company Name 2: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

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By: \_\_\_\_\_  
*Signature* *Name, Title*

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

Company Name 3: \_\_\_\_\_

Business address: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

*NOTE: Each Joint Venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.*

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5.4 Bidder must fill in the following (if none, write none):

A. NM Contractor's License Number \_\_\_\_\_

B. \_\_\_\_\_ NM Contractor's  
License Classification \_\_\_\_\_

C. NM Dept. of Workforce Solutions  
Registration Number (NM DWS#) \_\_\_\_\_

D. NM Resident Contractor Preference Number \_\_\_\_\_

E. Resident Veteran Contractor Preference Number \_\_\_\_\_

F. Federal Employer Tax ID Number (if applicable) \_\_\_\_\_

G. State of New Mexico Tax ID Number \_\_\_\_\_

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**5. ATTACHMENTS TO THIS BID**

5.1. The following documents are submitted with and made a condition of this Bid:

- A. Certificate as to Corporate Principal
- B. Campaign Contribution Disclosure Form
- C. New Mexico Preference Resident Veteran Certification
- D. Related Party Disclosure Form
- E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- F. Non-Collusion Affidavit
- G. Copy of Certificate to support their:
  - 1. New Mexico Contractor's License Number and Classification
  - 2. New Mexico Department of Workforce Solutions Registration Number
  - 3. New Mexico Preference Resident Business/Contractor Certification

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, (1) \_\_\_\_\_, certify that I am the (2) \_\_\_\_\_ of the Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said Bid was duly signed, sealed, and attested to, for and on behalf of said Corporation by authority of this governing body, and is within scope of its corporate powers.

\_\_\_\_\_  
Principal (SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
Name (1), Title (2)

\_\_\_\_\_  
Date

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**NOTE:**

- (1) *Name of Secretary or Second Authorized Person who agrees with the Authorized Person who sign the Bid to represent in behalf of the Corporate Principal*
- (2) *Put "Secretary" or Title of the Second Authorized Person in (1).*
- (3) *Name of Authorized Person who signed the Bid and Bond to represent in behalf of the Corporate Principal.*
- (4) *Title of the Authorized Person in (3)*

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**BID FORM**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**DUE: February 10, 2025 AT 2:00 P.M.**

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.

mall 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.

able 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:

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**“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.

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**“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.

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**“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: Fidel Madrid, Brad Bender, Dusty Leatherwood, Kyle Cain, Seth Martin, Anastasia Hogland, Sam Kelley, Ben McDaniels, Michael Brockett, Hollie Barnett.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

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

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

PROPOSAL FORM  
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM  
BASE COURSE PRICING AGREEMENT

DUE DATE: February 10, 2025 AT 2:00 P.M.

\_\_\_\_\_(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 8% 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 veteran's 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.

tract 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.

**Native American**

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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.

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

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

\_\_\_\_\_  
(Signature of Business Representative) \*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

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

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**RELATED PARTY DISCLOSURE FORM**

1. Are you indebted to or have a receivable from any member of the elected county officials, administration officials, department heads, and key management supervisors with Curry County?

Yes \_\_\_\_\_ No \_\_\_\_\_

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2. Are you, or any officer of your company related to any member of the elected county officials, administration officials, department heads, key management supervisors of the County and have you had any of the following transactions since January 1, 2008, to which Curry County was, is to be, a party?

	Yes	No
Sales, purchase or leasing of property?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Board Members or royalty payments	_____	_____

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3. Does any member of the elected county officials, administration officials, department heads, key management supervisors with Curry County, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Curry County?

Yes \_\_\_\_\_ No \_\_\_\_\_

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4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the elected county officials, administration officials, department heads, key management supervisors with Curry County?

Yes \_\_\_\_\_ No \_\_\_\_\_

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5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of Curry County?

Yes \_\_\_\_\_ No \_\_\_\_\_

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**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**Signature of Owner or Company President:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;  
len property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Print Name of Authorized Representative

Title

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Signature of Authorized Representative

Date

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ (name) being first duly sworn, deposes and says that he/she is (title) \_\_\_\_\_ of (organization) \_\_\_\_\_ who submits herewith to the **CURRY COUNTY, NEW MEXICO**, a proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the **CURRY COUNTY, NEW MEXICO**, or of any Bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, the said Bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from Bidding or withdraw their proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit their proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, Bid depository or to any member of agent thereof, or to any individual or group of individuals, except that **CURRY COUNTY, NEW MEXICO**, or to any person or persons who have a partnership or other financial interests with said Bidder in their business.

By: \_\_\_\_\_

Name and Title \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT

My Commission Expires: \_\_\_\_\_

CURRY COUNTY, NEW MEXICO  
BASE COURSE PRICING AGREEMENT