

**VALENCIA COUNTY**  
**STATE OF NEW MEXICO**

**INVITATION FOR BIDS (IFB)**  
**AMENDMENT #1**

**Armijo Road Improvements**



**IFB #VCB-FY20-001**

**VALENCIA COUNTY PURCHASING**  
**444 Luna Ave., Suite 100A**  
**Los Lunas, NM 87031**

**ISSUED: November 7, 2019**

**BID OPENING: February 26, 2020 at 2:00 PM Local Time**

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VALENCIA COUNTY ZONE MAP

## I. INTRODUCTION

Valencia County is requesting bids to establish a contract with a vendor to perform Improvements to Armijo Road. A Contract for complete services will be issued resulting from this IFB.

### A. PURPOSE OF THIS INVITATION FOR BIDS

Valencia County is currently requesting sealed bids for “Improvements to Armijo Road per the attached construction plans. The County currently maintains Armijo Road and has determined that improvements to Armijo Road need to be completed to improve the overall use and life of Armijo Road.

A Contract will be issued for the completion of all services and construction to complete the project per the construction plans. A Purchase Order is required prior to the delivery of any material under this agreement. No material shall be accepted or delivered without a Purchase Order.

Material requirements and related specifications are contained in the Section IV of this IFB.

### B. SUMMARY OF CRITICAL INFORMATION

1. Deadline for receipt of sealed bids: **February 26, 2020 at 2:00 PM, local time**
2. Address for Delivery of sealed bids: 444 Luna Ave., Suite 100A, Los Lunas, NM 87031
3. Bid Opening Time and Date: **February 26, 2020 at 2:00 PM local time**
4. Bid Opening Location: 444 Luna Ave., Suite 103 (Commission Room), Los Lunas, NM 87031

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this IFB.

### C. SUMMARY SCOPE OF WORK

The scope of work consists of providing the products or services specified herein.

### D. CHIEF PROCUREMENT OFFICER

The County of Valencia has designated a Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Bidders may contact ONLY the Chief Procurement Officer regarding the procurement.

Other County employees do not have the authority to respond on behalf of the County of Valencia.

**Rustin Porter**  
Valencia County Purchasing Agent

<u>Delivery Address (Including sealed bid delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005  
Fax: (505) 866-2424  
E-mail: rustin.porter@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING SEALED BID DELIVERY) should be addressed to Rustin Porter Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Chief Procurement Officer" means the person or designee authorized by the County to manage or administer a competitive procurement.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New

Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Heavy road equipment" means any motor-driven vehicle or apparatus capable of use for earth moving or mixing components which has an aggregate value or price of over one thousand dollars (\$1,000).

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

"MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Pricing Agreement" means a indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Chief Procurement Officer.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

"Successful Bidder" means the lowest priced Responsible Bidder to whom Valencia County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a Contractor until the County signs the Contract signed and submitted by the Bidder. **Successful Bidders should not provide products prior to their receipt of an approved Purchase Order.**

#### **F. RESIDENT BUSINESS PREFERENCE**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

#### **G. RESIDENT VETERAN BUSINESS PREFERENCE**

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

**H. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

**- Valencia County Procurement Policy**

[http://www.co.valencia.nm.us/departments/finance/pdf/R05\\_68A\\_ProcurementPolicy.pdf](http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf)

(Specific references to the New Mexico Procurement Code or the Valencia County Procurement Policy, found in this IFB, may be reviewed by following the appropriate link above.)

**II. CONDITIONS GOVERNING THE PROCUREMENT**

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

**A. SEQUENCE OF EVENTS**

The Chief Procurement Officer will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue IFB	Chief Procurement Officer (CPO)	November 7, 2019 (Thursday)
2. Return of “Acknowledgment of Receipt” Form (Appendix A)	Potential Bidders (PB)	November 13, 2019 (Wednesday)
3. Deadline to Submit Questions	PB	December 13, 2019 (Friday)
5. Response to Written Questions/ IFB Amendments	CPO	January 11, 2020 (Wednesday)
<b>6. Submission of Sealed Bids</b>	<b>Bidders</b>	<b>February 26, 2020 2:00 PM local time (Wednesday)</b>
7. Public Opening	Purchasing, Bidders, General Public	February 26, 2020 2:00 PM local time (Wednesday)
8. Bid Tabulation	Purchasing	March 4, 2020 (Wednesday)
9. Contract Award*	Chief Procurement Officer/BCC*	March 19, 2020 (Thursday)
10. Protest Deadline	Bidders	15 calendar days after knowledge of facts giving rise to protest.



\*Contract award may be subject to approval of the Board of County Commissioners.

## **B. EXPLANATION OF EVENTS**

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

### 1. Issue IFB

This IFB is being issued by the Valencia County Chief Procurement Officer on behalf of the County of Valencia.

### 2. Return of “Acknowledgment of Receipt” Form

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgment of Receipt” form that accompanies this document (See Appendix A). Potential Bidders that return the form will be notified of the posting of any questions and answers regarding the procurement and will be notified of any amendments to the IFB that might be issued. The form should be returned by the close of business on the date indicated in Section II.A (Sequence of Events), above. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB and the potential Bidder may not receive any update notifications.

### 3. Pre-Bid Conference

There is **no** Pre-Bid Conference being held for this procurement.

### 4. Deadline to submit additional written questions

Potential bidders may submit additional written questions as to the intent or clarity of this IFB until the close of business on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Chief Procurement Officer (See Section I, Paragraph D.)

### 5. Response to written questions/IFB Amendments

Written responses to written questions and any IFB amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the “Purchasing/Doing Business with Valencia County” link). Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgment of Receipt” Form found at Appendix A.

## 6. Submission of Bids

BIDS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.**

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Bids must be sealed and should be labeled on the outside bottom left-hand corner of the package to clearly indicate that they are in response to the “ARMIJO ROAD IMPROVEMENTS”, should reference “#VCB-FY20-001” and should show the opening date and time. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all persons or companies submitting bids.

## 7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Valencia County Commission Room (Room #103), 444 Luna Ave., Los Lunas, New Mexico on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Chief Procurement Officer, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Chief Procurement Officer (see Section I.D, above.) at least seven (7) days prior to the scheduled bid opening.

## 8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Chief Procurement Officer may, at his/her option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions **SHALL NOT** be initiated by the Bidders.

## 9. Contract Award

The Chief Procurement Officer anticipates the Board of County Commissioners will award the resulting Contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Chief Procurement Officer or the Board of County Commissioners. All materials ordered under this IFB are subject to the terms and conditions of the resulting Pricing Agreement. All terms and conditions of the IFB will remain unchanged for the duration of any resulting agreement(s) and will supersede and take precedence over any bidder agreement forms.

#### 10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for the protest of an award shall begin on the day following the Contract award and will end at 5:00 PM local time on the date indicated in Section II.A (Sequence of Events), above. The Protest period concerning this solicitation shall begin on the day following the initial advertisement and posting of the solicitation. Please be advised that all Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer.

Valencia County Purchasing  
Attn. Rustin Porter, Valencia County Purchasing Agent  
444 Luna Avenue, Suite 100A  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

#### 1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix D).

#### 2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

### 3. Prime Contractor Responsibility

Any Contract that may result from this IFB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the County. The County will only make Contract payments to the prime Contractor.

### 4. Subcontractors

Not Applicable.

### 5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble bid materials.

### 6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Chief Procurement Officer. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the County.

### 7. Bid Offer Firm

Responses to this IFB will be considered firm for ninety (90) days after the due date for receipt of bids.

### 8. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Chief Procurement Officer and other required approval authorities and one or more valid Purchase Orders are issued.

### 9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

### 10. Sufficient Appropriation

Any Contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

#### 11. Legal Review

The County requires that all bidders agree to be bound by the General Requirements contained in this IFB. Any bidder's concerns must be promptly brought to the attention of the Chief Procurement Officer.

#### 12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

#### 13. Basis for Bid

Only information supplied by the County in writing through the Chief Procurement Officer or in this IFB should be used as the basis for the preparation of bids.

#### 14. Contract Terms and Conditions

The Contract between the County and the Contractor is contained at, Contract.

#### 15. Bidder Qualifications

The County may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The County will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The County reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

#### 16. Right to Waive Minor Irregularities

The County reserves the right to waive minor irregularities. The County also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the County.

17. Change in Contractor Representatives

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

19. County Rights

The County reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the County.

20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the County. However any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

22. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the County.

23. Use by Other Government Agencies

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and state agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Valencia County.

24. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County of Valencia.

25. Delivery and Failure to Meet Order Provisions

a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property prior to the issuance of a Purchase Order issued by the Valencia County Purchasing Department.

b. Failure to Meet Order Provisions: The County reserves the right to cancel all or any part of an order without cost to the County, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default.

26. County Furnished Property

Not Applicable

27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

28. Packing, Shipping and Invoicing

a. The County's Purchasing Order number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the Valencia County Finance Department, Attn. Accounts Payable and NOT to the using agency.

29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

30. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the potential Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

31. Samples

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

32. Award Rights

Bids will be evaluated the on the base bid for each bid lot separately. Due to availability and delivery requirements, the County reserves the right to issue multiple awards by lot (Primary and Secondary) to the two lowest responsive and responsible bidder(s) meeting the minimum specification requirements under this IFB.

Bidders are not required to bid on each bid lot but are required to bid on all items within the bid lot(s) that are being bid. Failure to bid on all items within the bid lot(s) being bid shall result in the rejection of the bid. Bids will be evaluated on the base bid without gross receipts tax or any optional local tax. However, if the bid is a Unit Price Bid and there a discrepancy between the amount shown as the Base Bid and the actual total amount of the Bid Items determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item and adding each such amounts, it will be awarded to the lowest responsive and responsible Bidder on the actual total amount of the Bid Items excluding gross receipts tax or any optional local tax.

33. Delivery Zones

See unit pricing item listing for the County zone locations. Delivery shall be made within 48 hours upon issuance/receipt of a purchase order.

34. New Equipment



Not Applicable

### 35. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to the Purchasing Department web site (<http://www.co.valencia.nm.us/>, via the “Purchasing/Sell to County” link) prior to the due date for the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

## III. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB.

### A. NUMBER OF RESPONSES

Bidders are not required to bid on each BID LOT but are required to bid on all items within the BID LOT(s) to this IFB provided that meet or exceed product specifications. In the event exceptions are taken, the Bidder must state any exception to the specifications and/or scope of work. It is the responsibility of the Bidder to certify that the materials provided under any resulting purchase order shall meet the specification requirements of this IFB. **Each Bidder must provide with their return bid the written certification and/or exceptions as provided for on Appendix B of this IFB. Failure to provide this certification with your return bid shall serve as a basis for rejecting your bid without further consideration.**

### B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed original bid and one (1) copy to the location specified in Section I.D on or before the closing date and time for receipt of bids.

### C. BID CONTENTS

***All bids are to contain the following four (4) items (failure to do so may result in your bid being deemed non-responsive):***

1. **COMPLETED AND SIGNED Letter Transmittal Form** (Found at Appendix D)
2. **SIGNED AGREEMENT** (Found at Appendix B)
3. **COMPLETED AND SIGNED BID FORM WITH PRICE(S)** (Found at

Appendix C to include specification certification, firm experience in years, references and delivery and/or exception)

Bids **MAY** contain the following **OPTIONAL** item:

4. **COMPLETED AND SIGNED RESIDENT PREFERENCE REGISTRATION (NM TAXATION AND REVENUE CERTIFICATE)** (if applicable)
5. **COMPLETED AND SIGNED RESIDENT VETERAN PREFERENCE REGISTRATION (NM TAXATION AND REVENUE CERTIFICATE)** (if applicable) and **COMPLETED REVENUE CERTIFICATIONS** (Appendix F)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix G to assist Bidders in insuring they are submitting a complete and proper bid.)

#### **D. BID FORMAT**

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

#### **E. BID SUBMITTAL REQUIREMENTS**

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

### **IV. SPECIFICATIONS AND REQUIREMENTS**

This section details the minimum requirements and specifications for products or services sought by the County. It also provides information on the County's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

Bids must be consistent with specifications and requirement in the construction plans. (Exhibit A)

#### **A. INFORMATION**

1. Use of Brand Names and Numbers

Not Applicable

2. Equivalent Items Bid

Not Applicable

3. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a proposal on this bid, it is requested that their opinion be made known to the Chief Procurement Officer, in writing, at least seven (7) days prior to the bid opening date.

4. No Bid Form

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix E prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form MAY be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is NOT a requirement but will assist us in insuring the quality of this procurement and in improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

5. Submission of Bid/Bid Format

Bidders are to organize their bid in the order as stated in this section. The submission of Bids must be organized to include, but not be limited to, the following information:

- a. Name, address, e-mail address, telephone numbers, and facsimile number of the Bidder.
- b. Name, title, e-mail address, and telephone number of primary contact of the Bidder.
- c. A signature of the Bidder or of an officer/employee who certifies that he/she has the authority to make the Offer.
- d. A statement of the Bidder, if awarded the contract, will comply with the contract terms and conditions as set forth in this IFB.
- e. Letter of acceptance of the proposed Agreement (Reference Appendix B).
- f. List of references, a minimum of three (3) local customers that have purchased similar equipment through your company.
- g. Provide a statement of qualifications, including a description of your experience in the sale of base course materials.
- h. Delivery schedule. Provide guaranteed delivery after receipt of order (ARO)

**E. OTHER REQUIREMENTS, PRODUCT RELATED**

Not Applicable

**F. OTHER REQUIREMENTS, SERVICES RELATED**

Not Applicable

**E. OTHER REQUIREMENTS, CONSTRUCTION RELATED**

Not applicable.

**V. BID OPENING, PROCESSING AND AWARD**

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Pricing Agreement provided in Appendix B and the role of Purchase Orders that may follow Contract award.

**A. BID RECEIPT**

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

**B. BID OPENING**

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.A. above, for specific information.

**C. EVALUATION PROCESS**

1. Compliance Review

After the required public opening and reading, all timely received bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Bids deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Chief Procurement Officer may contact the Bidder for clarification of the response as specified in Section II.A.

3. Other Information Sources

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.A.

#### 4. Bid Evaluation

Bids will be evaluated the on the base bid for each bid lot separately. Due to availability and delivery requirements, the County reserves the right to issue multiple awards by lot (Primary and Secondary) to the two lowest responsive and responsible bidder(s) meeting the minimum specification requirements under this IFB.

Bidders are not required to bid on each bid lot but are required to bid on all items within the bid lot(s) that are being bid. Failure to bid on all items within the bid lot(s) being bid shall result in the rejection of the bid. Bids will be evaluated on the base bid without gross receipts tax or any optional local tax. However, if the bid is a Unit Price Bid and there a discrepancy between the amount shown as the Base Bid and the actual total amount of the Bid Items determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item and adding each such amounts, it will be awarded to the lowest responsive and responsible Bidder on the actual total amount of the Bid Items excluding gross receipts tax or any optional local tax.

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

#### 5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

#### 6. Determination of Lowest Responsive Bid

After completion of the bid tabulation, the County will examine the results to determine which Bidder(s) offers the lowest responsive bids to the County in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

#### 7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and awarded Contracts will be posted to our website within approximately two (2) weeks after the bid opening date. To access go to <http://www.co.valencia.nm.us/> and select the "Purchasing/Sell to the County" link on the right side of the page.

8. Note, Valencia County reserves the right to issue multiple award(s) consistent with the terms of this bid by lot.

#### **D. AWARD AND ORDER PROCESS**

1. Contract(s) awarded as a result of this solicitation shall be awarded to the responsible Bidder(s) whose Base Bid and any accepted bid option represents the best value and is in the County's best interest.
2. Line Item. Valencia county reserves the right to award this invitation to bid based upon line item response without discussion.
3. Signed Agreement. Upon selection for possible award, the County will add the Contractor's name and signatory information to the signed Pricing Agreement (Appendix B) submitted by the Bidder and it will be submitted to the County Manager and Legal Counsel with a recommendation for award. Once approved and signed the Pricing Agreement is officially awarded.

\*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

4. Order(s). A successful Bidder(s) SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder(s) may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by the Valencia County Purchasing Department. Failure to comply is AT THE CONTRACTOR'S RISK and the County shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Invitation for Bids**

**Armijo Road Improvements**

**Valencia County IFB #VCB-FY20-001**

In acknowledgment of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Exhibit A.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than November 13, 2019.**

The firm listed below does/does not (circle one) intend to respond to this Invitation for Bids.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

This name and address will be used for all correspondence related to the Invitation for Bids.

Please return to:

**Rustin Porter**  
Valencia County Purchasing  
444 Luna Ave, Suite 100A  
Los Lunas, NM 87031  
Phone: (505) 866-2005  
Fax: (505) 866-2424  
E-mail: rustin.porter@co.valencia.nm.us

**APPENDIX B  
PRICING AGREEMENT  
CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Valencia, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Bids for a Price Agreement for Armijo Road Improvements, IFB No. VCB-IFB-FY20-001; and

WHEREAS, the Contractor submitted its bid, dated \_\_\_\_\_, 2019, in response to IFB No. VCB-IFB-FY20-001; and

WHEREAS, the County desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope

Contractor must complete construction and services based on Construction Plans for Armijo Road Improvement Project. (Exhibit A.)

2. Inferior Materials

All goods found to be inferior to the quality specified herein and in IFB No. 663, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

3. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

4. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the County and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants,



agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the Agreement. The County reserves the right to recover any excess cost incurred by the County to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the County pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any agreement resulting from this Request for Bids may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the County agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the County to the Contractor upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the County. Invoices shall be submitted on a monthly basis to Valencia County Road

Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

11. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

12. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the County shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are

performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the County. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the County of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

### 13. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the County, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the County, its officers, agents and employees.

Such indemnity shall also not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failing to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

Receipt by the County of the Contractor's services under this Agreement, review by the County of any Plans, Specifications and documents by the Contractor, and County authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the County or as the giving of instructions or directions by the County. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

### 14. Insurance

Until final acceptance by the County of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do

business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

If part of the Agreement with the County is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the County as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the County as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the County if a policy has been materially changed or canceled. The County shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

**A. 1. Workers Compensation – Statutory**

**2. Employers Liability - \$1,000,000**

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the County may be terminated effective immediately.

**B. Commercial General Liability with ISO CG0001 07/98**

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

**C. Business Automobile Liability**

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):  
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

**D. Independent Contractors: Included**

**E. Contractual Liability: Included**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the County.

15. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

16. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

17. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

18. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

20. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

21. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

22. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

23. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

24. Scope of Agreement

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

25. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the County is:

The official address of the Contractor is:

Valencia County  
PO Box 1119  
444 Luna Avenue  
Los Lunas, NM 87031

26. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and county laws, rules and ordinances.

27. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

28. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

29. Changes

The County may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

30. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the County thereto.

31. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

32. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

33. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

34. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

### 35. Ownership of Document

The County is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.





**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jhonathon Aragon  
Chair, District V

\_\_\_\_\_  
David Carlberg  
Vice-Chair, District II

\_\_\_\_\_  
Gerard Saiz  
Commissioner, District I

\_\_\_\_\_  
David A. Hyder  
Commissioner, District III

\_\_\_\_\_  
Charles D. Eaton  
Commissioner, District IV

Attest:

\_\_\_\_\_  
Peggy Carabjal  
Valencia County Clerk

**APPENDIX C**

**BID FORM**

**Valencia County  
VCB-FY20-001**

Valencia County is currently requesting sealed bids for the Improvements to Armijo Road. (See attached Armijo Road Improvement Construction Plans, Exhibit A).

From: \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
City, State & Zip

Responding to Invitation for Bid No. VCB-FY20-001 due not later than 2:00 pm, December 4, 2019, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

**BID AS FOLLOWS:**

\*\*NOTE, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), *less applicable New Mexico Gross Receipts Tax.*

**This bid will be awarded based upon the total amount bid as written in words.** Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

**Payment terms (OPTIONAL):** Bidder offers a \_\_\_\_\_% discount for payments made within \_\_\_\_\_ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Provide a list of references, a minimum of three (3) local customers that have purchased similar equipment through your company.

**Bidder hereby acknowledges receipt of Addenda**

Number \_\_\_\_\_, Dated \_\_\_\_\_

Number \_\_\_\_\_, Dated \_\_\_\_\_

Number \_\_\_\_\_, Dated \_\_\_\_\_

*(Add additional if needed)*

**In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the County to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below, with an explanation.**

**I do \_\_\_ meet specifications (check line as appropriate)**

**I do not meet specifications \_\_\_ (check line as appropriate)**

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Authorize Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

NM Taxation and Revenue Resident Vendor Preference # \_\_\_\_\_ (Provide copy of such certificate)

NM Taxation and Revenue Resident Vendor Preference # \_\_\_\_\_ (Provide copy of such certificate)

APPENDIX D

LETTER OF TRANSMITTAL FORM

VCB-FY20-001

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all three items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

Three horizontal lines for providing the identity and mailing address of the submitting organization.

2. For the person submitting the bid:

Table with 2 columns and 4 rows: Name, Title, E-Mail Address, Telephone Number.

3. Bidder must identify any employee(s) or elected official(s) of Valencia County that have a financial interest in the Bidder (one of the two must be selected):

No Financial Interest Yes, Financial Interest\*

\*Specify by name(s):

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

\_\_\_\_\_, 2019

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX E**

**NO BID FORM**

VCB-FY20-001

In an effort to make the procurement of Valencia County goods and services as competitive as possible, we are soliciting information from persons or businesses who cannot bid. Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply. **THIS FORM IS OPTIONAL.**

- \_\_\_\_\_ Specifications - Restrictive, unclear, specialty item, etc.
- \_\_\_\_\_ Manufacturing - Unique item, production time for model or item has expired, etc.
- \_\_\_\_\_ Bid Time - Insufficient time to properly bid.
- \_\_\_\_\_ Delivery Time - Specified delivery time cannot be met.
- \_\_\_\_\_ Payment - Delay in payment process.
- \_\_\_\_\_ Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

**VENDOR STATEMENT**

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Note: Return this form only if you are not submitting a bid

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Firm Name

**APPENDIX F**  
**RESIDENT VETERANS PREFERENCE CERTIFICATION**  
VCB-FY20-001

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. 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 section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract 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.

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

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

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

**APPENDIX G**

**BID SUBMITTAL CHECKLIST**  
VCB-FY20-001

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly complete bid. It should NOT be returned with the bid. It is for information purposes only. This checklist is not guaranteed to be all inclusive. Bidders should carefully review the requirements of the IFB and their response before submitting their bid to the County.

<b>ITEM</b>	<b>REFERENCE</b>	<b>YES</b>	<b>NO</b>
Correct delivery address for bid?	I.B & I.D		
Preference certificate included? (If bidder is qualified and desires preference eligibility.)	I.F & I.G		
Letter of Transmittal Form complete, <b>SIGNED</b> and included?	II.C.1 and Appendix D		
Pricing Agreement <b>SIGNED</b> and included?	III.C and II.C.14 and Appendix B		
Bid Form completed, <b>SIGNED</b> and included?	III.C.3 and Appendix C		
Receipt of any and all addendums (if issued) acknowledged?	Bid Form Appendix C		
Bid sent in SEALED envelope with proper labeling?	III.E		
Bid sent to ARRIVE prior to deadline?	II.A.6 and II.B.6		



**EXHIBIT A**  
Armijo Road Improvements Construction Plans