

INVITATION FOR BID

County of Grant



IFB: B-17-06

Project Name:

Road Materials for the Grant County Road Department

For

The Grant County Road Department

Contracting Agency:

County of Grant

1400 Highway 180 East

Silver City, NM 88061

Telephone: 575-574-0008

Beginning Date: Saturday, October 21, 2017

Opening Date: Friday, November 03, 2017, 3:00 PM MST

Procurement Manager: Jacob Zamora

COUNTY OF GRANT

LEGAL NOTICE

The County of Grant is soliciting bids for Road Materials for the Grant County Road Department, Bid B-17-06. Deadline for bids is Friday, November 03, 2017, 3:00 PM MST. Bids received after this date and time will not be accepted.

For a complete list of specifications, you may contact the County Manager's Office at 1400 Highway 180 E, Silver City, NM 88061, telephone (575) 574-0008. Grant County also posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register at the County's website www.grantcountynm.com, under County Administration, Free vendor registration or/and click on the "BIDS/RFPS" link.

Charlene Webb

County Manager

Publish: Saturday, October 21, 2017
Silver City Daily Press

Purchase Order: _____

Are you on our “bid list”?

Information Regarding Accessing

Grant County Bids and Requests for Proposals (RFPs)

Would you like to have full access to all Grant County Bid opportunities? Would it be convenient for you to have automatic notification when Grant County or other public agencies issue solicitations for products or services that you offer? Grant County posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register. Our main registration site is listed below or you can go to the County’s website at www.grantcountynm.com, under County Administration, Free vendor registration or and click on the “BIDS/RFPS” link.

Grant County is pleased to offer a free, online vendor registration system, powered by Vendor Registry where you can view and download all Grant County Bid and most Request for Proposals (RFPs), as well as other public agencies throughout New Mexico and the States, **free of charge**. Automatic notification services and access to term contracts are also available.

**County of Grant
BID PACKAGE
IFB: Bid B-17-06**

Road Materials for the Grant County Road Department.

IMPORTANT:

The words "**SEALED BID**" along with the **BID NUMBER AND TITLE MUST** appear clearly on the outside sealed envelope or package of all bids. Bidder's name and address shall also be included.

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

THE OFFICIAL TIME WILL BE POSTED IN THE GRANT COUNTY MANAGER'S OFFICE THE DAY OF THE BID OPENING. THE OFFICIAL TIME MAY OR MAY NOT COINCIDE WITH CELLULAR TIME. IT IS YOUR RESPONSIBILITY TO CHECK AND SUBMIT YOUR BID ACCORDING TO THE SPECIFICATION WITHIN THE BID PACKET. NO EXCEPTIONS.

Mailing Address:

Grant County Manager
P. O. Box 898
Silver City, NM 88062

Delivery Address:

Grant County Manager
1400 East Highway 180
Silver City, NM 88061

***Un-sealed, faxed or e-mailed bids will not be accepted.**

Jacob Zamora
Procurement Officer
(575) 574-0003

BID INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS FOR
IFB: Bid B-17-06
Road Materials
For the
Grant County Road Department

A. Preparation of Bids: Each bid must be submitted to the Purchasing Department on the prescribed form. The bidder shall submit one copy signed and sealed. Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids.

All pages included in this Invitation for Bid that are marked "**BID FORM**" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No unsealed, faxed or e-mailed bids are acceptable.

It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) 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 hours prior to the time set for bid opening.

B. Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with provisions hereof. The County of Grant reserves the right to reject all bids if all bids exceed the available funds. Any bid received after the specified time for the opening of bids shall not be considered and will be returned unopened. Procurement law requires sealed bids or proposals. Therefore, the County cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding. Bids will be opened "publicly" at 1400 Highway 180 East, Silver City, NM 88061 unless otherwise designated in the bid.

C. Familiarity with Conditions: If there is any clarification, problem, ambiguity or question regarding this bid, contact the County of Grant Procurement Officer at (575)-574-0003 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 Procurement Officer 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.

D. Qualifications of Bidders: The County may make such investigations, as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. The County reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy the County that the bidder is qualified to carry out the obligations of the contract and to complete the work described herein.

E. Protest: Any bidder, offerer or contractor who is aggrieved in connection with a procurement action may protest to the County of Grant Purchasing Department. The protest shall be submitted in writing within fifteen (15) Calendar days after knowledge of the facts or occurrences giving rise thereto.

- F. Kickback Statement:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- G. Modifications and Withdrawal of Bids:** A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder. Modifications must be delivered in written form in a sealed envelope prior to bid opening. Withdrawals may be faxed to the County of Grant Purchasing department prior to bid opening. After bid opening, no modifications or withdrawal of bid will be permitted.
- H. Bids Binding 60 days:** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
- I. Payment Terms:** For all purchases made by Purchase Order, payment shall be made net 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 County of Grant Accounts Payable at 1400 Highway 180 East, Silver City, NM 88061 or PO Box 898, Silver City, NM 88062.
- J. Taxes:** Price as shown on the bid proposal form shall be exclusive of gross receipts tax; however, the applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with it. The County of Grant is exempt from gross receipts tax for the purchase of tangible personal property only. A properly issued Type 9 Nontaxable Transaction Certificate may be obtained from the County which will substantiate a deduction from the gross receipts tax.
- K. 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.
- L. NM Resident Business/Veteran Business:** A five percent preference will be given to all resident New Mexico businesses that have been issued resident business certification by the State of New Mexico. This Certificate Number must be included on the Bid Proposal Form. If you have a question regarding a Five Percent Resident Business Certification Number or wish to be given a number, you may contact the State Purchasing Office in Santa Fe at (505) 827-0474. This number is valuable to have as it will allow the County to consider your bid at five percent less than the amount submitted, and could mean a difference in award. Provision of the number will be the responsibility of the bidder. Please note that this number is NOT your State CRS Number (i.e.01-503047-004). All Five Percent Preference Certificate Numbers have five digits (i.e. OOROO).

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.

Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.

Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

All public solicitations must contain the attached "Resident Veterans Preference Certification".

M. Brand Names & Model Numbers: It is intended that bid specifications permit maximum competition. **Any brand names and model number used herein are stated as a matter of convenience to indicate the level of quality for materials and workmanship; type of item needed; features needed; and, expected capabilities.** As required by Law, demonstrably equal products will be given full consideration and the bidder is invited to offer such. Except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Where items vary from these specifications or where items offered are other than the brand name and/or model number stated herein, the Bidder must clearly note all variances on a separate paper titled "**Exceptions to Specifications**" and must include this in their bid package along with any descriptive literature or documentation clearly showing supporting evidence of equality or superiority to that which was specified herein. Include sample(s) if specifically requested. Samples, when requested must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his/her expense. Failure to provide this information may disqualify your bid. Determination by the County as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

If items for which bids have been called for have been identified by a "**brand name or equal**" description, such identification is **intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.** Bids offering "**equal**" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule. Equal shall be taken in its general sense and shall not mean identical.

Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The County of Grant shall be the sole judge of equality in their best interest and decisions of the County of Grant as to equality shall be final.

N. Other Applicable Laws: Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

O. Non-Collusion: In signing this bid, the Vendor certifies 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.

P. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor. By signing and submitting a bid, vendor agrees to comply with this paragraph.

Q. Delivery: Bid must show number of days required to place material in receiving agency's designated location under normal conditions, if a delivery date is not stated. A difference in delivery time promise may break a tie bid. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.

Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Agent of the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Title to materials or supplies shall pass directly from bidder to the County at the F.O.B. point shown, subject to the right of the County to reject upon inspection. All bids must be F.O.B. destination.

R. Award: Award(s) will be made to the lowest responsible and responsive Bidder(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. Following determination of the low bidder, the Procurement Officer or committee will recommend to the Board of County Commissioner's that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Board of County Commissioner's reserves the right to reject any and all bids received. The Commission also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Board of County Commissioners also reserves the right to accept the bid(s) that is deemed most advantageous to the County. Respondents may bid all or part of this request and awards may be made separately or as a whole. This bid may be awarded individually or in aggregate whichever is deemed to be in the best interest of the County. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of bid.

The award is subject to the County of Grant Terms and Conditions. This will be an indefinite quantity bid for one (1) year and prices to remain in effect for one (1) year. The County may renew the contract for an additional one year thereafter for a maximum of three additional years (4-year maxim contract). There is no minimum guaranteed on this bid. Purchases will be placed on "an as needed" basis and may be used by other county departments. The County may award to multiple vendors.

The County will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

S. Patent Indemnity: Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold the County harmless from any cost, expense, damage or loss incurred in any manner by the County because of any such alleged infringement.

T. Warranties: Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

U. Assignment: Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by the County of Grant Procurement Officer. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

V. Contingency: Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, the County of Grant shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

W. The County of Grant reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

X. Grant County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$4.01 a gallon; everything over \$4.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid.

Y. Term and Schedule: 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 term 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 days in advance of the termination date.

Z. Insurances: The successful contractor shall provide a certificate of insurance naming the County of Grant as an additional insured proving that the contractor has general and professional liability coverage for not less than One Million Fifty Thousand Dollars (\$1,050,000) for property damage per occurrence, One Million Two Hundred Thousand Dollars (\$1,200,000) to any person for any number of claims arising out of a single occurrence for all damages other than property.

If the contractor is an "owner - operator", the County of Grant and/or the New Mexico Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

A potential Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

AA. Safety Requirements: It shall be the contractor's responsibility to provide for the safety of its workers and the public in compliance with the requirements of insurance and public health and safety standards.

COUNTY OF GRANT

IFB: BID B-17-06

Road Materials For the Grant County Road Department

Scope of Work

The County of Grant is soliciting sealed bids for Road Materials for the Grant County Road Department for various projects throughout the County. **Any catalog or manufacturer's reference is descriptive, but not restrictive, and is used only to indicate type and grade required.** Bids on other items of similar or equal quality will be considered provided bidder states on face of his bid exactly what he/she intends to furnish; otherwise, he/she shall be required to furnish items as specified on the Invitation for Bid.

SPECIFICATIONS

The Grant County Road Department is responsible for maintaining approximately 700 miles of roads. The County wishes to enter into a contract with a bidder who can provide various materials for whatever County road the Grant County Road Department is working on:

- 1) Each bidder shall be considered an independent contractor and not an employee of the Grant County Road Department. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Road Superintendent.
- 2) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of New Mexico. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.
- 3) The Bidder shall agree that Grant County will have the right to inspect any piece of equipment and/or plant, at the time of use. In the event that equipment and/or plant to be used is found to be in unsatisfactory condition, the County shall have the privilege of either permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

Materials:

Cost will be per ton.

Estimate quantity

½" Chips per State Specifications (Approximately 2,500 tons/year)

Base Course per State Specifications (Approximately 10,000 tons/year)

Base Course Non-State Specifications (Approximately 20,000 tons/year) See Attachment

Fill Dirt (Approximately 5,000 tons/year)

BID FORM 1

IFB: BID B-17-06

**Road Materials
for the
Grant County Road Department**

Date: Friday, November 03, 2017 _____

To: Grant County
Procurement Officer
1400 Highway 180 East
Silver City, NM 88061

From:

Name of Bidder:

The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other bidding documents. This bid will remain subject to acceptance for 60 days after the day of the Bid opening.

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

- 1. The Bidder has examined all bidding documents and acknowledges any applicable addenda as follows:

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

- 2. The Bidder has familiarized himself with the nature and extent of the bidding documents, work, site, locality and all applicable conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- 3. Bidder has given the County of Grant Purchasing Agent written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Purchasing Agent is acceptable to the Bidder.
- 4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County of Grant.
- 5. If the contract is to be awarded, the Owner will give the apparent successful bidder Notice of Award within ten (10) days after the Governing Body awards the contract.
- 6. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
- 7. If requested, the Bidder agrees to furnish to the Owner all information and data necessary for the Owner to determine the ability of the Bidder to perform the work.

BID FORM 2

Cost Sheet

	<i>\$COST/TON</i>
½" Chips per State Specifications (Approximately 2,500 tons/year)	\$ _____
Base Course per State Specifications (Approximately 10,000 tons/year)	\$ _____
Base Course Non-State Specifications (Approximately 20,000 tons/year)	\$ _____
Fill Dirt (Approximately 5,000 tons/year)	\$ _____

BID FORM 4

Vendor Information

The undersigned hereby offers to furnish and deliver the articles as specified at the prices and terms thereon stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Name of Company Bidding _____

Address _____

City _____ State _____ Zip _____ Phone () _____

Bidder's FEI Number ____ - ____ - ____ - ____ - ____

Bidder's New Mexico CRS Number ____ - ____ - ____ - ____ - ____

Business License Number _____

Government Entity Issuing Business License _____

By _____ Date _____
Signature (Authorized Representative) Title

Printed name of Signer _____

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the County to ferret out information concerning the materials which you intend to furnish.

If your bid does not meet all of our specifications, you must so state in the spaces provided below.

Bids on equipment/materials exceeding specifications are welcome and will be considered by the County as long as the items bid are equal or equivalent to our specifications. Any deviations must be listed above.

SIGNED: _____ SIGNED: _____
I DO meet specifications I DO NOT meet specification

BID FORM 6**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions may apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person 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.

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contributions: _____
Nature of Contribution(s): _____
Purpose of Contribution(s): _____

Signature Date

-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

Title (Position)

BID FORM 7
Resident Veterans Preference Certification
(If applicable)
Must submit certificate to be eligible

_____ (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 \$ 1 M 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 bid or proposal. 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 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 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 to be incorrect.

**BID FORM 8
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 County of Grant, 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 Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Grant, or of any Proposer of anyone else interested in the proposed contract; and further,

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

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 Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his 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 Proposer 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 his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Grant, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

BID FORM 9

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 BID 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;
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/bid 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.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

BID FORM 10

RELATED PARTY

IFB: B-17-06

Road Materials

For the

Grant County Road Department

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

Yes _____ No _____

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

Yes _____ No _____

Sales, Purchase or leasing of property? _____

Receiving, furnishing of goods, services _____

or facilities? _____

Commissions or royalty payments _____

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

Yes _____ No _____

4. 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 Board of Grant County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Grant?

Yes _____ No _____

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

Yes _____ No _____

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

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title): _____

GRANT COUNTY PURCHASING DEPARTMENT

Bid Title:

Hauling and Delivery of Pit Run and Other Road Material for the Grant County Road Department, Bid B-17-06

Required For This Procurement	Proposer Check List X	Item to be included in the Bidder Submission Packet <u>ORGANIZE DOCUMENTS IN THE ORDER LISTED</u>
Yes		Bid Form No 1: Addendum Acknowledgement
Yes		Bid Form No 2: Cost Sheet
No		Bid Form No 3: Intentionally Removed
Yes		Bid Form No 4: Vendor Information
Yes		Bid Form No 5: Request for Taxpayer Information or W-9
Yes		Bid Form No 6: Campaign Contribution
If Applicable		Bid Form No 7: NM Tax and Revenue Resident Preference Certificates. (Must Submit Certificate)
If Applicable		Bid Form No 7: NM Tax and Revenue Veteran’s Preference Certificate. (Must Submit Certificate)
Yes		Bid Form No 8: Non-Collusion Affidavit
Yes		Bid Form No 9: Certificate Regarding Debarment, Suspension and Other Responsibility Matters
Yes		Bid Form No 10: Related Party Form
If Applicable		Copy of License / Certifications as applicable to the Job
Yes		Sealed Envelope Marked with: “Sealed Bid” IFB: B-17-06 Road Materials for the Grant County Road Department

Remember to clearly mark your proposal with the Bid Title, Number and Opening Date on the front of the envelope or box.