

**INVITATION FOR BID**

**County of Grant**



**IFB: B-B-19-02**

**Project Name:**

Asphalt Surface on Cottage San Road

**Contracting Agency:**

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

**Telephone:** 575-574-0008

**Beginning Date:** July 28, 2018

**Opening Date:** Thursday, August 09, 2018

**Time:** 3:00 PM MST

**Procurement Manager:** Jacob Zamora

## COUNTY OF GRANT

## LEGAL NOTICE

The County of Grant is soliciting bids for Asphalt Surface on Cottage San Road, Bid B-B-19-02. Deadline for bids is Thursday, August 09, 2018, at 3:00 P.M. 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) 574-0003. 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](http://www.grantcountynm.com), under County Administration, Free vendor registration or/and click on the "BIDS/RFPS" link.

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Charlene Webb

County Manager

Publish: July 28, 2018

Silver City Daily Press

## *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](http://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: B-19-02**

**Asphalt Surface on Cottage San Road**

**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: B-19-02**  
**ASPHALT SURFACE ON COTTAGE SAN ROAD**

**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:** Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5%. The Offeror's bid must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.
- Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the bid. The resident veteran shall receive up to 10%. The Offeror's bid must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.
- 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.

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](http://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:** Until final acceptance by the Owner of the work covered by the contract, the Contractor shall procure and maintain at its own expense insurance of the kinds described herein. This insurance shall be provided by insurance



companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, his 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.

1. **Commercial General Liability:** Contractor shall maintain commercial general liability (including auto liability) and errors and omissions (professional liability) insurance with limits of liability of at least \$1,000,000.00, with Owner listed as an additional named insured under the policy.

2. **Workers' Compensation and Employers' Liability Insurance:** Contractor shall maintain in full force at all times workers' compensation insurance meeting statutory obligations, with Owner listed as an additional named insured under the policy.

3. **Cancellation:** Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Owner. The Contractor shall also notify the Owner of such cancellation in writing within thirty (15) days of receiving notice of such cancellation.

4. **Certificates of Insurance:** The Contractor shall furnish to the Owner a copy of the Certificates for all insurance required herein, specifically setting forth evidence of all coverage. The Contractor shall provide to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

5. **Owner's Liability:** The Owner will assume liability for the perils of fire, lighting, extended coverage as called for, and in addition will provide coverage for vandalism and malicious mischief (Builder's Risk Insurance). The Owner's insurance is subject to a deductible on all losses. The Contractor shall assume liability for the deductible and for glass breakage.

**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: B-19-02

## Asphalt Surface on Cottage San Road

### Scope of Work

The County of Grant is soliciting sealed bids for Asphalt Surface on Cottage San Road. **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 FOR ASPHALT SURFACE ON COTTAGE SAN ROAD

The County of Grant is soliciting bids for Asphalt Surface on Cottage San Road, Bid B-10-12. Contractor must provide all materials and equipment for the placement and compaction of approximately 1,942 tons of PMBP and 4 tons of tack coat per the following two project descriptions:

1. Cottage San Road North of Silver City, New Mexico, B.O.P. starting at City limits sign North .8 miles to E.O.P. – Approximately 1242tns. - SP-IV
2. Cottage San Road North of Silver City, New Mexico, B.O.P. starting at .8 miles from City Limits sign North .45 miles to E.O.P. – Approximately 700 tons. - SP-IV

Contractor will be required to:

- Place mix in one lift, resulting in two (2.5) inches after compaction, with each pass at 12 feet wide. (Road width varies from 23ft. to 24ft width)
- Required to install longitudinal keyed joint on centerline of roadway. This can be found at Trans Tech: [www.transtechsys.com](http://www.transtechsys.com) or phone number – 518-370-5558
- Surface is to be feathered at turnouts, intersections and driveways so there is no abrupt change in riding surface
- Provide quality assurance for all products used
- Quality control testing will be done by an independent certified testing lab under the Supervision of a registered Professional Engineer in the State of New Mexico
- Work within the project time frame of September 1st 2018 through September 28th, 2018
- Provide guarantee of 1 year for workmanship and material
- Quantities will be measured on completion of job and unit prices will prevail.
- There will be two different PO's issued for this job

- Product materials must meet all requirements specified within Section 422-Plant-Mix Bituminous Pavement (SUPERPAVE), as required by the New Mexico State Highway and Transportation Standard Specifications for Highway and Bridge Construction for PMBP SP-IV.

Owner will provide personnel for traffic control, striping and any adjustments for manholes.

On-site inspection may be scheduled by contacting Earl Moore at 575- 538-3316 or 575-313-0771.

**BID FORM 1**

**IFB: B-19-02**

**Asphalt Surface on Cottage San Road**

**Date:** Thursday, August 09, 2018

**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**

**IFB: BID B-19-02**

**Asphalt Surface on Cottage San Road**

The Bidder, in conformance with this invitation for bid, hereby submits the following total prices: (*Bids shall be written in both words and numbers. In the event of a discrepancy, the amount in words shall govern.*)

NOTE: Do not include tax in your bid response.

ITEM NO.	ITEM DESCRIPTION	TOTAL COST (Numeric)	TOTAL COST (Written)
1	Cottage San Road North of Silver City, New Mexico, B.O.P. starting at City limits sign North .8 miles to E.O.P. – Approximately 1242tns. - SP-IV	_____	_____
2	Cottage San Road North of Silver City, New Mexico, B.O.P. starting at .8 miles from City Limits sign North .45 miles to E.O.P. – Approximately 700 tons. - SP-IV	_____	_____
3	NM GROSS RECEIPTS TAX (CURRENT RATE)	_____	_____
4	TOTAL BASE BID W/ NM GROSS RECEIPTS	_____	_____

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.

**BID FORM 3**

**FUEL SURCHARGE**

<b>REGIONAL AVERAGE</b>	<b>SURCHARGE RATE</b>

**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 5**  
**REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION**  
(In Lieu of IRS Form W-9)

Please complete or make changes to following information:

Vendor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Representative: \_\_\_\_\_

Type of Organization (Check One):     ( ) Single ( ) Partnership     ( ) Corporation

( ) Government                  ( ) Medical Provider

Federal Tax ID No. or Social Security No.: \_\_\_\_\_

New Mexico CRS Number (if applicable): \_\_\_\_\_

Is your firm designated as a non-profit organization?    \_\_\_\_\_ Yes    \_\_\_\_\_ No

Is your firm exempt from income tax?                          \_\_\_\_\_ Yes                          \_\_\_\_\_ No

Is your firm a dealer of retail or  
Provide a service for which you furnish parts?                  \_\_\_\_\_ Yes                          \_\_\_\_\_ No

Payment Terms: The County of Grant pays net within 30 days of receipt of invoice unless otherwise stated below:

\_\_\_\_\_

Certification - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



**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**  
**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 or 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 8****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 9**

**RELATED PARTY**

**IFB: B-19-02**

**Asphalt Surface on Cottage San Road**

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: Asphalt Surface on Cottage San Road IFB: B-19-02

Required For This Procurement	Proposer Check List X	Item to be included in the Bidder Submission Packet <b><u>ORGANIZE DOCUMENTS IN THE ORDER LISTED</u></b>
Yes		Bid Form No 1: Addendum Acknowledgement
Yes		Bid Form No 2: Cost Sheet
Yes		Bid Form No 3: Fuel Surcharge
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
Yes		Bid Form No 7: Non-Collusion Affidavit
Yes		Bid Form No 8: Certificate Regarding Debarment, Suspension and Other Responsibility Matters
Yes		Bid Form No 9: Related Party Form
If Applicable		NM Tax and Revenue Resident Preference Certificates. (Must Submit Certificate)
If Applicable		NM Tax and Revenue Veteran's Preference Certificate. (Must Submit Certificate)
If Applicable		Copy of License / Certifications as applicable to the Job
Yes		Sealed Envelope Marked with: <b>"Sealed Proposal" RFP B-19-02 Banking Services</b>

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Grant, a political subdivision of the State of New Mexico (hereinafter referred to as "Owner"), and \_\_\_\_\_ (hereinafter referred to as "Contractor").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

### **1. Statement of Work:**

The Contractor shall furnish all supervision, technical personal, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for **Bid No. B-19-0, Asphalt Surface on Cottage San Road** and any authorized supplemental work, all in strict accordance with the Contract Documents including all Addenda thereto, numbered and dated as follows:

Contractor must provide all materials and equipment for the placement and compaction of approximately 1,942 tons of PMBP and 4 tons of tack coat per the following two project descriptions:

1. Cottage San Road North of Silver City, New Mexico, B.O.P. starting at City limits sign North .8 miles to E.O.P. – Approximately 1242tns. - SP-IV
2. Cottage San Road North of Silver City, New Mexico, B.O.P. starting at .8 miles from City Limits sign North .45 miles to E.O.P. – Approximately 700 tons. - SP-IV

Contractor will be required to:

- Place mix in one lift, resulting in two (2.5) inches after compaction, with each pass at 12 feet wide. (Road width varies from 23ft. to 24ft width)
- Required to install longitudinal keyed joint on centerline of roadway. This can be found at Trans Tech: [www.transtechsys.com](http://www.transtechsys.com) or phone number – 518-370-5558
- Surface is to be feathered at turnouts, intersections and driveways so there is no abrupt change in riding surface
- Provide quality assurance for all products used
- Quality control testing will be done by an independent certified testing lab under the Supervision of a registered Professional Engineer in the State of New Mexico
- Work within the project time frame of September 1st 2018 through September 28th, 2018
- Provide guarantee of 1 year for workmanship and material
- Quantities will be measured on completion of job and unit prices will prevail.
- There will be two different PO's issued for this job

- Product materials must meet all requirements specified within Section 422-Plant-Mix Bituminous Pavement (SUPERPAVE), as required by the New Mexico State Highway and Transportation Standard Specifications for Highway and Bridge Construction for PMBP SP-IV.

Owner will provide personnel for traffic control, striping and any adjustments for manholes.

**2. Contract Price:**

The Owner will pay the Contractor for the performance of the Contract in current funds, the amount of \_\_\_Dollars \_\_\_\_\_plus New Mexico Gross Receipts Tax.

**3. The Contract Documents:**

The Contract Documents consist of this AGREEMENT together with all other documents included in the set of Specifications, the Plans, Request for Proposal and the Notice to Proceed. The Contract Documents form the entire Agreement between the parties, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

The Contracted Documents include the following Addenda, numbered and dated as follows:

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

**4. Liquidated Damages:**

This Contract shall be completed within \_\_\_\_\_ calendar days after the Notice To Proceed after which Liquidated Damages will be applied at \$ 500.00 per calendar day.

**5. Appropriations:**

Funding for this Agreement has been appropriated by the County Commission for Grant County's current fiscal year. Notwithstanding any other provisions in the Agreement, its continuation beyond the end of any fiscal year is contingent on the availability of sufficient appropriations. If sufficient appropriations are not available, the Agreement 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 termination shall not constitute a default. All payment obligations of the County and all of its interest in the Agreement will 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. See NMSA 1978 Section 6-6-11

**6. Termination:**

Owner may terminate this Agreement at any time with or without cause by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the Agreement for all goods/services provided prior to the effective date of termination, or as approved by Owner.

**7. Governing Law and Jurisdiction:**

The law of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G).



**8. Indemnification:**

Contractor agrees for itself, its heirs, employees, assigns and legal representatives to defend, indemnify and hold harmless the Owner and any and all of its officers, servants and employees wheresoever, from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources which may arise out of the performance of this Agreement, caused by the negligent acts or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent employee, servant or subcontractor thereof has or is performing services in relation to this Agreement. Liability shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978.

**9. Conflict of Interest; Governmental Conduct Act:**

The Contractor warrants that it presently has no interest and shall not acquire any interest direct or indirect that would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978 Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

**10. Status of Contractor:**

The Contractor and its agents and employees are independent contractors performing services under a contract with the Owner and are not employees of the Owner. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**11. Equal Opportunity Compliance:**

The Contractor agrees to abide by all federal and state laws, and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**12. Insurance Requirements:**

Until final acceptance by the Owner of the work covered by the contract, the Contractor shall procure and maintain at its own expense insurance of the kinds described herein. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, his 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.

**Commercial General Liability:**

Contractor shall maintain commercial general liability (including auto liability) and errors and omissions (professional liability) insurance with limits of liability of at least \$1,000,000.00, with Owner listed as an additional named insured under the policy.

**Workers' Compensation and Employers' Liability Insurance:**

Contractor shall maintain in full force at all times workers' compensation insurance in accordance with statutory obligations, with Owner listed as an additional named insured under the policy.

**Cancellation:**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Owner. The Contractor shall also notify the Owner of such cancellation in writing within thirty (15) days of receiving notice of such cancellation.

**Certificates of Insurance:**

The Contractor shall furnish to the Owner a copy of the Certificates for all insurance required herein, specifically setting forth evidence of all coverage. The Contractor shall provide to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

**13. Bonding Requirements:**

Contractor shall secure appropriate Performance Bond and Labor and Material Payment Bond for value of project.

**14. Invalid Term or Condition:**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**15. Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

**16. Notices:**

Any notices required to be delivered to either party under this Agreement shall be in writing and shall be delivered to the following:

To Owner (not for shipping):

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

To Contractor:

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

**17. Contract Time Limits:**

Any time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**18. One-Year Warranty:**

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

**19. Requests for Payment:**

Invoices for payment shall be submitted to the county for approval on at least a monthly basis, for any work that has been performed. All invoices shall contain itemized descriptions of the work performed for which payment is being requested.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the County of Grant, below.

County of Grant

\_\_\_\_\_  
(County Manager)

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
Chief Procurement Officer

**BOARD OF GRANT COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gerald W. Billings Jr., Chairman

\_\_\_\_\_  
Alicia Edwards, Vice Chair

\_\_\_\_\_  
Gabriel Ramos, Member

\_\_\_\_\_  
Brett Kasten, Member

\_\_\_\_\_  
Harry Browne, Member

ATTEST:

\_\_\_\_\_  
Marisa Castrillo, County Clerk

[SEAL]