

County of Curry



Invitation to Bid No. 2018/19-10

Hauling and Delivery of Caliche and other Road Material for the Curry County Road Department

**Issue Date:
April 5, 2019**

**BID Due:
April 25, 2019
Time: 2:00 p.m. Mountain Time**

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

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

“Bid No. 2018/19-10 – Do Not Open”

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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the hauling and delivery of caliche and other road building materials for the Curry County Road Department, Clovis, New Mexico 88101

**IMPORTANT:
BIDS ARE DUE BY APRIL 25, 2019 AT 2:00 P.M.**

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address; bid number and opening date on the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

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

Bids may be mailed to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department

Or hand/courier-delivered to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101

May be signed for/left with the receptionist in the Administration Suite 100.

*Note: Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Troy Hall
Curry County Purchasing Agent
575-763-6016 Ext. 133
thall@currycounty.org

SPECIFIC CONDITIONS

Bids must be received by April 25, 2019 at 2:00 p.m. Mountain Time. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award**: Award shall be based on the lowest responsible bid prices which meet specifications. Multiple bids may be accepted. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.
2. **Guaranteed Performance**: The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SCOPE OF WORK

Curry County is seeking bids to provide four (4) or more dumping eighteen-wheel trucks, having at least a twenty (20) to twenty-six (26) cubic yard capacity, for the disbursement of caliche and other road building materials paid on a per ton basis. The trucks will pick up the caliche and other road materials from various locations within Curry County and deliver the loads in accordance with the Curry County Road Department practices to various locations in Curry County as specified and designated by the Curry County Road Department Superintendent. The materials provided to any work site will be dumped at the location specified by the Curry County Road Department Supervisor or the County Employee in charge of the project, which could be the blade operators. The bidder shall state which type of truck will be used on the Quotation Sheet. Four or more trucks shall be made available to the Curry County Road Superintendent, at his discretion.

The Curry County Road Superintendent or his designee shall issue a task order outlining the general description of the project; specific County Roads/description of other locations; total number of miles of the project with approximate tonnage and haul rate involved; and description of the work to be performed. County trucks may be used to assist with hauling at the discretion of the Curry County Road Superintendent or his designee. This task order shall be signed by both parties prior to commencement of the job. The bidder shall receive one (1) week notice prior to the first hauling date. Notice of road numbers involved in the next hauling job will be given to the bidder no less than one (1) week before the commencement of the job. The use of the materials may be included on various projects including, application on County Roads. The timing of delivery is dependent upon the progress of the work on any given day. Each load will be dumped where specified by the Curry County Road Department Supervisor or employee at the site.

The bidder shall be considered an independent contractor and not an employee of the Curry 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.

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The mileage for each project shall be determined by arriving at an average haul distance for the entire project. For example, if the shortest distance between the material source and the project is four (4) miles and the longest distance between the material source and the project is twelve (12) miles, then each load will be paid based on a hauling distance of eight (8) miles, regardless from where the load is being hauled. The County will pay only for legal loads hauled by the bidder. Legal loads shall be prescribed or determined by the laws of New Mexico and current regulations covering the operation of oversize and overweight vehicles on public roads and highways in New Mexico.

While operating the equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, proper motor vehicle operator's licenses, as required by the laws of New Mexico. Bidder shall provide competent, licensed and trained drivers/operators for any and all trucks provided and services to be rendered pursuant to this bid. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain the 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.

The bidder shall agree that Curry County will have the right to inspect any piece of equipment, at the time of use. In the event that equipment 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 covered thereby. The bidder shall indicate the charge to haul a ton of caliche or other road building materials for the following distances:

1. 0.00 – 9.99 miles
2. 10.00 – 14.99 miles
3. 15.00 – 19.99 miles
4. Over 20 miles

For any hauls in excess of 20 miles, the price will be on a per ton mile basis.

PENALTIES

Bidder shall agree and understand that time is of the essence and the performance of work and complying with minimum specifications is a must. Bidder is aware that they must provide at a minimum of four (4) or more dumping eighteen-wheel trucks, having at least a twenty (20) to twenty-six (26) cubic yard capacity to the Curry County Road Department at the requested hauling date. Bidder must acknowledge that if at least four (4) dumping eighteen-wheel trucks are not provided within two (2) days of the scheduled hauling date, a penalty of three-hundred and fifty (\$350.00) dollars will be assessed every two (2) calendar days until completion of the work.

CONTRACT

The anticipated term of a contract awarded as a result of this BID shall be from award date for two (2) years. The contract may be renewed according to the terms stated herein for four (4) additional two (2) year periods, not to exceed ten (10) years. All prices, costs and conditions submitted in response to this Invitation to Bid shall remain fixed and valid after the closing date for this bid submission and throughout the term of the agreement. The County shall have the option of renewing the existing contract, by mutual agreement, with approval by the Board of Commissioners, or requesting new Bids for services. The rates may be negotiated for each renewal 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.

VARIATIONS

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

QUOTATION SHEETS

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

NEW MEXICO BIDDER'S PREFERENCE

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

BID OPENING

Competitive sealed bids will be accepted until April 25, 2019 at 2:00 p.m. at the Curry County Administrative Complex, 417 Gidding, Clovis, New Mexico. Bids should be submitted in a sealed envelope clearly marked: "Bid No. 2018/19-10 - Do Not Open". At that time and place, the bids will be publicly opened.

RESERVATIONS

The Curry County Commission reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

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.

AWARD

The award may be made to the bidder providing a responsive, responsible bid that meets and satisfies all of the requirements herein and results in the lowest overall cost to the County. The award will be made by the Curry County Commission at their regularly scheduled meeting. Bid prices must be good for ninety (90) days subsequent to date of opening.

QUESTIONS

Questions regarding the specifications stated within the bid or the bidding process should be directed to Troy Hall, Purchasing Agent at (575)763-6016 ext. 133.

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.
2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all goods/services provided by bidder, payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must submit and have a completed W9 form on file with the County prior to any payments being issued.

For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.
5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Procurement Officer or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Procurement Officer or designee. Questions answered by any other person or

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County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Procurement Officer.

6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico. To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or Resident Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**
8. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
9. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Non-discrimination Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.
11. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to

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satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.
14. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.
15. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate
 - b. Workers' Compensations insurance as required by state statute.
18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party

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on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.

19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**BID FORM 1
QUOTATION SHEET**

Cost per ton for hauling of caliche and other road building materials:

1. 0.00 – 9.99 miles: _____ Truck Capacity: _____

2. 10.00 – 14.99 miles: _____ Truck Capacity: _____

3. 15.00 – 19.99 miles: _____ Truck Capacity: _____

4. Over 20 miles: _____ per ton mile Truck Capacity: _____

The undersigned hereby offers to furnish and deliver the services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the Invitation to Bid, all of which are made a part of this offer. This offer must be good for at least ninety (90) days subsequent to the bid opening date.

Signed _____

Printed/typewritten name _____

Title _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____ Date _____

BID FORM 2
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“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,

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that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Robert Sandoval, Chet Spear, Robert Thornton, Seth Martin Anastasia Hogland, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**BID FORM #3
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM**

_____ (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 \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% 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's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"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.

Resident Business/Veteran Business Certificate Number: _____

(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 protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

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