

# COUNTY OF GRANT



## INVITATION FOR BIDS

**IFB Number:** B-22-07

**IFB Title:** Bulk Diesel Fuel

**IFB Release Date:** Wednesday, April 6, 2022

**IBF Due Date/Time:** Tuesday, April 19, 2022, 3:00 p.m. (Local Time)

**Purchasing Contact:** Randy J. Hernandez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, NM 88061  
Phone: 575-574-0016  
Email: [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov)

**Commodity Class & Description:** 40509, Fuel Oil – Diesel

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## SEQUENCE OF EVENTS

|   | <b>Action</b>  | <b>Responsibility</b> | <b>Date/Time/Location</b> |
|---|--|-----------------------|---------------------------|
| 1 | Issuance of IFB  | County                | 04/06/2022                |
| 2 | Pre-Bid Conference & Location ( <i>non-mandatory</i> ) | County                | None                      |
| 3 | Bid Questions Deadline                                 | Potential Bidders     | 04/11/2022, by 5:00 p.m.  |
| 4 | Addendum Issuance                                      | County                | 04/13/2022, by 5:00 p.m.  |
| 5 | <b>Submission of Bids</b>                              | <b>Bidder(s)</b>      | 04/19/2022, at 3:00 p.m.  |
| 6 | Contract Award   | County                | <b>05/12/2022</b>         |
| 7 | Protest Deadline                                       | Bidder(s)             | 05/27/2022                |
| 8 | Contract Initiation                                    | County & Contractor   | 05/28/2022                |

*Note: Dates and Times listed herein are subject to change at the County's discretion.*

## PUBLICATION INFORMATION

|            |                         |               |            |         |       |
|------------|-------------------------|---------------|------------|---------|-------|
| Newspaper: | Silver City Daily Press | Publish Date: | 04/06/2022 | P.O. #: | 25025 |
|------------|-------------------------|---------------|------------|---------|-------|

## INTRODUCTION AND SOLICITATION DESCRIPTION

On behalf of the Board of Grant County Commissioners and pursuant to and in compliance with the New Mexico State Procurement Code, the Grant County Chief Procurement Officer hereby invites competitive sealed bids (IFB) for both on-highway and off-highway diesel fuel for the County and its various fuel tanks.

The supplier shall agree to supply Grant County, through price agreement, with clear on-highway and off-highway diesel fuel in bulk for use by the County's departments at its various fuel tanks. There is no guarantee that each location will be serviced. The fuel must be winterized during cold months at no additional cost. The prices must be F.O.B to the satellite tank locations listed herein, on an as-needed basis.

The Board of Grant County Commissioners reserves the right to reject any and all bids, to accept the low bid which, in its judgment, is most suitable and in the County's best interest, to be the sole interpreter of the intent of any clauses of the specifications and the sole judge as to whether an offer complies with specifications. Sealed bids will be accepted until the date specified on the cover page of this solicitation. Bid opening will take place at the Grant County Administration Center located at 1400 Highway 180 East, Silver City, New Mexico 88061.

## **DEFINITION OF TERMINOLOGY**

This section contains definitions and abbreviations that are used throughout this procurement document.

**“Addendum”** means a written or graphic instrument issued prior to the opening of proposals, which clarified, corrects or changes the Request for Proposals. Plural: Addenda

**"Agency"** or **“Purchasing Agency”** means the County and the County of Grant.

**“Bidder”** means any person, corporation or partnership who chooses to submit a bid.

**“Chief Procurement Officer”** or **“CPO”** means the person holding the position as the head of the central procurement office for the County of Grant.

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

**"Contract Administrator"** means the individual designated by the Agency to administer the contract after it has been executed.

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

**"Determination"** means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

**"Desirable"** The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

**“F.O.B.”** means that goods are to be delivered to the destination designated by the County which is the point at which the County accepts ownership or title of the goods. The County is prohibited from accepting ownership of goods in transit.

**"Mandatory"** The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s/Offeror's proposal.

**"Procurement Manager”** means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Responsible Bidder"** means an Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**“Responsive Bid”** means a bid which conforms in all material respects to the requirements set forth in the IFB. Material respects of an IFB include, but are not limited to, price, quantity or delivery requirements.

## **PROCUREMENT LIBRARY**

New Mexico Procurement Code

<https://laws.nmunesource.com/w/nmos/Chapter-13-NMSA-1978#!b/a1>

Grant County Purchasing Policy

<https://grantcountynm.gov/departments/finance/purchasing/>

# SECTION 1 – GENERAL TERMS, CONDITIONS & INSTRUCTIONS

## 1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County has established a single point of contact throughout the procurement process. From the issue date of this IFB, until a successful Bidder(s) is selected, all requests for clarification or additional information regarding this IFB or contacts with County personnel concerning this IFB must be solely to the contact person (or his designee) listed on the cover page of this IFB.

The Bidder, including any person affiliated with or in any way related to the Bidder, is strictly prohibited from any contact with members of the Board of County Commission or County staff on any matter having to do in any respect with this IFB other than outlined herein. Questions and requests for information regarding this IFB, or other requirements shall be presented to the County as prescribed in this IFB. Failure by any Bidder to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any bid. Bidders shall have no claim against the County for failure to obtain information made available by the County which the Bidder could have remedied through the exercise of due diligence.

## 2) PRE-BID INFORMATION AND QUESTIONS

Each bid that is timely received will be reviewed on its merit and completeness of all requested information. In preparing responses, Bidders are advised to rely only upon the contents of this IFB, its accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the IFB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Purchasing Contact only before the Bid Questions Deadline indicated on the front of this document. *The County is not responsible for any oral instructions.*

## 3) PRE-BID CONFERENCE

The date, time and location of the meeting (if any) are indicated on the Sequence of Events (page 2) this IFB. All Bidders are strongly encouraged to attend any scheduled meetings.

## 4) RESPONSE SUBMISSION

To be considered, the Response must be prepared in the manner and detail specified in this IFB.

- a. Responses must be submitted and addressed to Randy J. Hernandez, Chief Procurement Officer, at 1400 Highway 180 East, Silver City, New Mexico 88061 on, or before, the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the Purchasing Contact receives its Response prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for posted holidays.
- b. Responses received after the above deadline will not be accepted. The County's Purchasing Contact timestamp shall be the official time.
- c. The opening and receipt of a Response does not constitute the County's acceptance of the bid as a responsive and responsible bid.
- d. Responses must be submitted in a *sealed* envelope/box and must contain the following on the outside:
  - IFB Number & Title
  - Bidder's Name and Address
  - "Sealed Bid"
- e. Submission of a Response establishes a conclusive presumption that the Bidder is thoroughly familiar with the IFB and specifications and terms of the Sample Contract, and the County's Procurement Policy and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by telegraph, facsimile, or electronic mail will not be considered.
- h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Response will become the property of the County.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

## 5) RESPONSE SIGNATURES

An authorized official must sign the Responses. Each signature represents binding commitment upon the Bidder to

provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible.

**6) CONTRACT AWARD**

The County reserves the right to withdraw the IFB, to award to one Bidder, to any combination of Bidders, by item, group of items, or total IFB. The County may waive informalities if it is in the County's interest. The award shall be made to the lowest Bidder whose response is determined to be both responsive and responsible

Acceptance of the Bidder's response does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder as non-responsive.

**7) RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

**8) DUPLICATE RESPONSES**

No more than one (1) Response from any Bidder, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

**9) WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

**10) REJECTION**

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

**11) PROCUREMENT POLICY**

Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.

**12) COMPLIANCE WITH LAWS**

The Bidder must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Bidder that may result. In submitting a response, the Bidder represents that the Bidder has familiarized themselves with the nature and extent of the IFB dealing with federal, state, and local requirements that are part of this IFB. The successful Bidder(s) shall perform work or provide goods under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Bidder(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

**13) CONFIDENTIALITY**

It is understood by the Bidder and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event a Bidder has responded to a County IFB and marked all or any part of the information submitted as "Confidential Information" or as "Proprietary Information," the County agrees to notify the Bidder of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent the Bidder

provides the County with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Bidder agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Bidder, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Bidder fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request. Confidential data are normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

**14) NON-DISCRIMINATION**

The County will not contract with any person, corporation or partnership that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**15) NO RESPONSE**

Businesses who receive this IFB but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

**16) CONTRACT NEGOTIATION**

All bids must be firm for at least **forty-five (45) days** from the due date of the bid. If, for any reason, a contract is not executed with the selected Bidder within 45 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

**17) DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Response:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**18) SUBCONTRACTORS**

In an effort to promote supplier diversity, the County encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County. The Contract will not be assignable to any other business entity without the County's approval.

**19) BIDDER RESPONSIBILITIES**

The Bidder must be capable, either as a firm or a team, of providing all goods and/or services as described in this IFB and to maintain those capabilities. The successful Bidder must remain capable of providing all services and/or goods as described in this IFB and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all goods and/or services in this Response whether they are provided or performed by the successful Bidder or Subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must identify all Subcontractors and the Services they provide. The successful Bidder is responsible for all payments and liabilities of all Subcontractor(s). The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Bidder shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Bidder may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

**20) COUNTY PARTICIPATION**

The County will provide appropriate personnel support for implementation of these agreements. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Bidder and will coordinate overall management and administration of the contract for the County.

**21) DISCLOSURE OF CONTENTS**

All information provided in the response shall be held in confidence and shall not be revealed or discussed with competitors, until after the bids have been publicly opened. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Responses other than authorized by this IFB. A Bidder who shares cost information contained in its Response with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Responses or prices or where the Bidder stands in relation to others at any time during the competitive solicitation process. Any request for such information by a Bidder, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

**22) PROTESTS**

Any protest by a Bidder must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the County. The protest must be delivered to the County Manager's Office, Chief Procurement Officer, 1400 Highway 180 East, Silver City, New Mexico 88061 within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted. In the event of a timely protest under this section, the County shall not proceed further with procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978). The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder concerning procurement. The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Bidder has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**23) CHANGE IN CONTRACTOR REPRESENTATIVES**

The County reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

**24) NOTICE OF PENALTIES**

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

**25) COUNTY RIGHTS**

The County of Grant reserves the right to accept all or a portion of an Bidder's proposal.

**26) MULTIPLE AWARDS**

The County does not intend to make multiple awards; however, the County reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

**27) ELECTRONIC MAIL ADDRESS REQUIRED**

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

**28) STATUS OF SUCCESSFUL BIDDER**

The successful Bidder(s) is an independent contractor performing services or providing goods for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the County. The successful Bidder(s) acknowledges that all sums received under the resultant contract are personally reportable by him/her for income, self-employment and other applicable taxes.

**29) ASSIGNMENT/TRANSFER**

Assignment or transfer of this contract without written consent of County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.

**30) EXCISE AND SALES TAX**

The County is tax exempt on the purchase of goods. The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government.

**31) DEBARMENT, SUSPENSION, AND INELIGIBILITY**

By submitting a response to this IFB, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.

**32) PROCUREMENT UNDER EXISTING CONTRACTS**

In accordance with NMSA 13-1-129 of Procurement Code, Bidders are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.

**33) RESPONSIBLE BIDDERS**

In accordance with NMSA 13-1-82 of the Procurement Code, Bidders to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in this IFB.

**34) CONTRACT TERM**

The County intends to enter into an initial one (1) year contract, with optional renew not to exceed ten (10) years in its entirety, with the successful Bidder for the services contemplated by this IFB. Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. Subsequent contract for the same goods/services will be subject to a new IFB process and to the governing body approval as called for by law and County policies. The successful firm and/or individual shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order with an issuance of a Notice to Proceed.

**35) RESIDENT BUSINESS/RESIDENT VETERANS BUSINESS PREFERENCE APPLIED**

As outlined in section 13-1-21 NMSA 1978, the County shall deem a bid submitted by a:

- 1) resident business to be five percent lower than the bid actually submitted; or
- 2) resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.
- 3) The required Bid Form must be completed. The County will not award Bidders both a resident business preference and a resident veteran business preference.

**36) INSURANCE**

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The County must be named as an additional insured, where applicable. The requirements are as follows:

- a. General Liability:
  - Minimum \$1,000,000.00 aggregate
- b. Workers Compensation:
  - Contractor shall comply with the provisions of the Worker's Compensation Act
- c. Increased Limits:
  - If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.
- d. Malpractice/Errors & Omissions Insurance (if applicable):
  - Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.
- e. Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.



## SECTION 2 – BID SPECIFICATIONS

The supplier shall agree to supply Grant County, through price agreement, with clear on-highway and off-highway diesel fuel in bulk for use by the County's departments at its various fuel tanks. There is no guarantee that each location will be serviced. The fuel must be winterized during cold months at no additional cost. The prices must be F.O.B to the satellite tank locations listed herein, on an as-needed basis.

### SITE LOCATIONS AND TANK INFORMATION

- A) Road Department Location No. 1: 2207 Fairway Drive, Silver City, NM 88061
  - Tank 1 Information: 10,000 Gallon Off-Road Diesel Tank, Above-Ground
  - Tank 2 Information: 10,000 Gallon On-Road Diesel Tank, Above-Ground
  
- B) Road Department Location No. 2: Arena Road, Cliff, NM 88028
  - Tank Information: 500 Gallon Off-Road Diesel Tank, Above-Ground
  
- C) Road Department Location No. 3: 3051 Big Joe Road, Mimbres, NM 88049
  - Tank Information: 500 Gallon Off-Road Diesel Tank, Above-Ground
  
- D) Sapillo Creek VFD: 860 Highway 35 N., Mimbres, NM 88049
  - Tank Information: 150 Gallon On-Road Diesel Tank, Above-Ground
  
- E) Lower Mimbres VFD Location No. 1: 2168 Highway 61, San Lorenzo, NM 88041
  - Tank Information: 800 Gallon On-Road Diesel Tank, Above-Ground
  
- F) Lower Mimbres VFD Location No. 2: 1139 Highway 61, Faywood, NM 88034
  - Tank Information: 500 Gallon On-Road Diesel Tank, Above-Ground
  
- G) Tyrone VFD Location No. 1: 64 Cullum Road., Silver City, NM 88061
  - Tank Information: 300 Gallon On-Road Diesel Tank, Above-Ground
  
- H) Tyrone VFD Location No. 2: 366 Redrock Road, Silver City, NM 88061
  - Tank Information: 300 Gallon On-Road Diesel Tank, Above-Ground

### BID COST STRUCTURE

The price of the diesel fuel to Grant County, per gallon, will be determined in the following manner:

1. Cost (Rack Price);
2. Freight;
3. Super Fund Charge (if any);
4. NM Load Fee (if any);
5. Miscellaneous fees (if any);
6. Profit Margin

**Note:** The bid will be awarded based upon the cost of: *Freight, Super Fund, NM Load Fee, Misc. Fee(s) and Profit Margin.*

Bidders shall be required to submit bids on all the required fuel for each specified delivery location. Fuels provided under this Price Agreement shall be free from contaminants. Specifications shall indicate manufacturer's maximum allowable sulfur content. The County is exempt from paying Federal Excise Tax on gasoline and shall not reimburse the Contractor for any such expenses. Federal Excise Tax shall be the sole responsibility of the Contractor.

## **ORDERS AND DELIVERY**

Fuel quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal. Vendors not using metered trucks are grounds for contract termination. Grant County reserves the right to inspect bulkheads and meter measure contents of any tanks before, at the time of and/or after delivery. All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding Saturdays, Sundays, State and Federal holidays observed by the County.

The vendor shall be responsible for all spillage, which may occur during transit and unloading operations. The vendor shall immediately report spillage to the ordering office and clean up the spillage according to EPA and State Guidelines and Requirements. After contamination is discovered, the vendor shall be responsible for the removal of the fuel(s) from user agency's property within twenty-four (24) hours. The vendor shall also be responsible for all clean up required to all users agency's property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by user agency for an equipment sustaining damage, which is attributed to contaminated fuels, which the vendor has delivered.

## **ESCALATION/REDUCTION**

In the event of a product cost increase, an escalation request will be reviewed by the County in an individual-request basis. This measure is not intended to allow for an increase in the successful Bidder's profit margin, only to compensate for an actual cost increase. Price decreases/increases shall apply. If the successful Bidder's prices are reduced for any reason, the County shall receive the benefit of such reductions.

Price increases will not be retroactive to orders already in-house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the successful Bidder.

## **PRICING STRUCTURE**

- 1) Price(s) shall be on a per-gallon delivered price. Contractor's mark-up shall include all Contractor's costs.
- 2) Any applicable tax shall be added to the invoice, only if the Contractor is liable for tax.
  - a. The county is exempt from all Federal Excise Taxes.
- 3) All bids must be submitted to the 4<sup>th</sup> decimal, including even numbered price(s) being bid.
  - a. Example: A 5-cent price would be expressed as .0500, not .05.
- 4) All prices shall be based on the date of the delivery and not on the date which the order was placed.
- 5) The Contractor shall supply documentation which verifies proof of the cost (rack price), when submitting the monthly statement/invoice to the County.
  - a. Copies of the rack invoices verifying the cost for each week will be acceptable.
- 6) The freight per gallon and the profit per gallon, as bid, will remain constant during the entire contract period, except as provided in the Escalation/Reduction Clause.

## SECTION 3 – BID FORMS

Bids shall be submitted only on the bid forms provided by the County. All pages included in this IFB 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. Forms included in this solicitation are as follows:

**Bid Form 1:** Bid Response Form

**Bid Form 2:** Pricing Sheet

**Bid Form 3:** Contact Sheet

**Bid Form 4:** Campaign Contribution Disclosure Form

**Bid Form 5:** Resident Business/Resident Veterans Business Preference Form

**Bid Form 6:** Bidder’s Additional Certifications

- Certification Regarding Debarment
- Certification Regarding Lobbying
- Certification Regarding Tax Delinquency and Felony Convictions
- Certification Regarding Trade Restriction

**BID FORM 1  
BID RESPONSE FORM**

**GRANT COUNTY, NM  
IFB: B-22-07**

Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further consideration. The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the IFB.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Bid and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Response Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Policy, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Bidder will comply with the ethics and anti-kickback provisions of the Procurement Policy.

**NON-COLLUSION:**

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. performance and payment bond).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this IFB.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this bid, contact:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email:

\_\_\_\_\_

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip

\_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Federal Tax ID

\_\_\_\_\_

New Mexico CRS Number (if applicable)

**BID FORM 2  
PRICING SHEET**

**GRANT COUNTY, NM  
IFB: B-22-07**

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

County Site Location: \_\_\_\_\_ Road Dept. Location 1                      \_\_\_\_\_ Lower Mimbres VFD Location 1  
*Please check all that apply*  
 to this bid price; OR  
 Use a separate Bid Form 2 for  
 other locations that may have  
 a different bid price.  
 \_\_\_\_\_ Road Dept. Location 2                      \_\_\_\_\_ Lower Mimbres VFD Location 2  
 \_\_\_\_\_ Road Dept. Location 3                      \_\_\_\_\_ Tyrone VFD Location 1  
 \_\_\_\_\_ Sapillo Creek VFD                              \_\_\_\_\_ Tyrone VFD Location 2

| <u>ITEM</u>                                | <u>ON-HIGHWAY DIESEL</u> | <u>OFF-HIGHWAY DIESEL</u> |
|--|--------------------------|---------------------------|
| 1) Cost, per gallon (Rack Price)           | \$ _____                 | \$ _____                  |
| 2) *Freight, per gallon                    | \$ _____                 | \$ _____                  |
| 3) *Super Fund Charge, per gallon          | \$ _____                 | \$ _____                  |
| 4) *NM Load Fee, per gallon                | \$ _____                 | \$ _____                  |
| 5) *Miscellaneous Fee, per gallon          | \$ _____                 | \$ _____                  |
| 6) *Profit, per gallon                     | \$ _____                 | \$ _____                  |
| <b>TOTAL PRICE PER GALLON:</b>             | <b>\$ _____</b>          | <b>\$ _____</b>           |
| 7) Manufacturer's Allowable Sulfur Content | _____                    | _____                     |

*\*Note:* The bid will be awarded based upon the low Bidder's *Freight, Super Fund, NM Load Fee, Misc. Fee, and Profit* per gallon.

**BIDDER'S CERTIFICATION**

I hereby certify that I have read all items of the IFB and fully understand the requirements listed herein. I further certify that I am an authorized agent of the company and may be held liable for any and all remedies that may become due to Grant County Government due to nonperformance under the contract.

Signature \_\_\_\_\_

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

Date: \_\_\_\_\_

**BID FORM 3  
CONTACT SHEET**

**GRANT COUNTY, NM  
IFB: B-22-07**

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

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

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

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

New Mexico Bidders Preference Number: \_\_\_\_\_  
*(Attach copy of Certificate)*

Company Contact/Designee: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 (2) 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 (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

**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 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.

“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 Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

—OR—

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)



**BID FORM 5  
RESIDENT BUSINESS PREFERENCE,  
RESIDENT VETERAN BUSINESS PREFERENCE FORM**

**GRANT COUNTY, NM  
IFB: B-22-07**

Bidder's Name: \_\_\_\_\_ hereby certifies the following concerning application of the Resident Business or Resident Veterans Business Preference to this IFB as described in sections 13-1-21 thru 13-1-22 NMSA 1978.

**Resident Business/Veteran Business Certificate No:** \_\_\_\_\_

\_\_\_\_\_ I declare that my firm is eligible to receive the **New Mexico Resident Business Preference** of five percent (5%), towards my response.

OR

\_\_\_\_\_ I declare that my firm is eligible to receive the **New Mexico Resident Veterans Business Preference** of ten percent (10%), towards my proposal response.

OR

\_\_\_\_\_ My firm *is not* eligible to receive either of the preferences stated above.

**Certification for Preference (if applicable):**

I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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.

**Authorized Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**1) CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**2) CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**3) CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1. The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**4) TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Bidder/Offeree certifies that with respect to this solicitation and any resultant contract, the Bidder/Offeree –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Owner may cancel the contract or subcontract for default at no cost to the Owner.

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

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

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

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

Date: \_\_\_\_\_