

**REQUEST FOR PROPOSALS**

**County of Grant**



**RFP 18-02**

**Project Name:**

**Mine Aggregate Pit**

**For**

**Grant County**

**Contracting Agency:**

County of Grant

1400 Highway 180 East

Silver City, NM 88061

**Telephone:** 575-574-0008

**Beginning Date:** Wednesday, December 20, 2017

**Opening Date:** Wednesday, January 03, 2018, 3:00 PM MST

**Procurement Manager:** Jacob Zamora

COUNTY OF GRANT

LEGAL NOTICE

The County of Grant is soliciting proposals from qualified contractors to mine, process and remove sand, stone, gravel, crusher fines, and/or borrow dirt from the Hurley Pit situated in Grant County, New Mexico. The legal land description is S1/2SW1/4 OF SECTION 24 & THE N1/2 OF SECTION 25, T. 18S., R. 13W., total 67.616 acres, RFP 18-02. Deadline for bids is Wednesday, January 03, 2018, 3:00 PM MST. Bids received after this date and time will not be accepted.

For a complete list of specifications, you may contact the County Manager's Office at 1400 Highway 180 E, Silver City, NM 88061, telephone (575) 574-0008. Grant County also posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register at the County's website [www.grantcountynm.com](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: Wednesday, December 20, 2017  
Silver City Daily Press

Purchase Order: \_\_\_\_\_

## *Are you on our “bid list”?*

### **Information Regarding Accessing Grant County Bids and Requests for Proposals (RFPs)**

*Would* you like to have full access to all Grant County Bid opportunities? Would it be convenient for you to have automatic notification when Grant County or other public agencies issue solicitations for products or services that you offer? Grant County posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register. Our main registration site is listed below or you can go to the County’s website at [www.grantcountynm.com](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**  
**PROPOSAL PACKAGE**  
**RFP B-18-02**

The County of Grant is soliciting proposals from qualified contractors to mine, process and remove sand, stone, gravel, crusher fines, and/or borrow dirt from the Hurley Pit situated in Grant County, New Mexico. The legal land description is S1/2SW1/4 OF SECTION 24 & THE N1/2 OF SECTION 25, T. 18S., R. 13W., total 67.616 acres.

**IMPORTANT:**

The words "**SEALED RFP**" along with the **RFP NUMBER AND TITLE MUST** appear clearly on the outside sealed envelope or package of all proposals. Proposers name and address shall also be included.

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING PROPOSAL SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, 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 PROPOSAL 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

**PROPOSAL INSTRUCTIONS**  
**GENERAL CONDITIONS FOR**  
**RFP 18-02**  
**Mine Aggregate Pit**  
**For**  
**Grant County**

- A. **ACH TRANSACTIONS** – Vendors may be required to accept payment electronically through an Automated Clearing House (ACH) Transaction.
- B. **Appropriations** – The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor’s receipt of written notice of termination from the County. Grant County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- C. **Bribes, Gratuities and Kick-Backs** – Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- D. **CLARIFICATIONS** – Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer: Jacob Zamora Grant County Manager’s Office, 1400 Highway 180 East, Silver City, NM 88061 [jzamora@grantcountynm.com](mailto:jzamora@grantcountynm.com). Offerors may contact **ONLY** the Procurement Officer regarding this procurement document. Other County employees do not have the authority to respond on behalf of the County.
- a. Offerors shall promptly notify the Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum, No verbal responses shall be authoritative.
  - b. All Addendum will be posted on the County Vendor Registry site [www.grantcountynm.com](http://www.grantcountynm.com).
  - c. No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
- E. **Collusion** – No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

- F. COMPETITION** – In signing a contract with Grant County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.
- G. CONTACTS** – Offerors **MAY NOT** contact other Grant County Departments, the Grant County Manager or her staff, members of the Board of Grant County and/or any other Grant County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.
- H. CONTRACTS** – The contract between Grant County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions. The contents of this RFP, as revised and/or supplemented, and the successful offeror’s proposal including best and final offer will be incorporated into and become part of the contract.
- a. Should an Offeror object to any of the County’s terms and conditions contained in the Procurement Section or in the the terms and conditions, that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror’s proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.
  - b. Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.
- I. COST** – All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- J. Debarment & Suspension** – The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.
- K.** Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.
- L. Definitions** – This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

**“Agency”** means Grant County or other government entity

**“Contract”** means an agreement for the procurement of items of tangible personal property or services.

**“Contractor”** shall mean successful Offeror.

**“Determination”** means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Desirable”** The terms **“may”, “can, “Shall, or “prefers”** identify a desirable or discretionary item or factor.

**“Evaluation Committee”** means a body appointed by the County Management to perform the evaluation of Offeror proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Officer and the Evaluation Committee for submission to Board of County Commission and/or County Manager for contract award that contains all written determinations resulting from the evaluation.

**“Finalist”** is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

**“Mandatory”** The terms **“must”, “shall”, “will”, “is required”, or “are required”**, identify a mandatory item or factor. Failure to meet a mandatory item or factor will

result in the rejection of the Offeror’s proposal or proposal.

**“Offeror” or “Proposer”** is any person, corporation, or partnership that chooses to submit a proposal or an offer.

**“Purchase Order”** means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

**“Procurement Officer”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of request for proposals.

**“Request for Proposal” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal 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 Offer”** means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

**M. EXCEPTIONS** – Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

**N. Equal Opportunity** – The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

- O. Gross Receipts Tax** – New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.
- P. INCOMPLETE RESPONSES** – The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- Q. Indemnification and Insurance Requirements** – Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor. No later than seven (7) days following the execution of an Agreement between the County and Contractor and prior to the performance of any work, the Contractor shall provide the County with certificates of insurance evidencing the types and amounts of insurance specified below:
- Standard Workers' Compensation as required by law in the State of New Mexico;
  - Comprehensive General Liability Insurance for operations, errors and omissions, and contractual liability adequate to cover the liability assumed hereunder with limits of not less than one million dollars; and
  - Automobile Liability insurance with limits of not less than \$350,000 (bodily injury per person), \$990,000 (each accident) and \$350,000 (property damage).
  - Insurance coverage shall not be reduced below the limits described above or cancelled without written approval from the County of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without written approval from the County shall constitute a material breach of the Agreement and shall automatically terminate the Agreement. Certificates of such insurance shall be provided to the County.
- R. IRREGULARITIES** – The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.
- S. NEGOTIATIONS** – Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Proposer.
- T. NEW MEXICO CONTRACTOR PREFERENCE** – New Mexico Resident Contractor shall be awarded the equivalent of five percent of the total possible RFP evaluation points, which computes to 50 additional points (1000 X 5%). To be considered a Resident Contractors must provide a copy, with their Proposal, of



their Certification as Resident Contractor issued by the State of New Mexico Taxation and Revenue Department. This preference shall not apply to projects which involve participating federal funds.

- U. NO OBLIGATION** – This procurement in no manner obligates Grant County until a valid signed contract is executed.
- V. Procurement under existing contracts** – In accordance with NMSA 13-1-129 of Procurement Code, Offerors 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.
- W. PROPOSAL DISCLOSURES** – The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
- a. Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
  - b. All proposals must be valid for a minimum of ninety (90) days after the date of the proposal opening. Each contractor must submit with the proposal a list of proposed subcontractors who may be employed by the contractor in the performance of the agreement.
  - c. Owners reserve the right to conduct such investigations of, and discussions with, contractors who have submitted proposals or other entities, as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
  - d. The County reserves the right to select the most responsible and responsive proposal which it finds to be with the best interests of the County.
  - e. The County makes no guarantee to any contractor until such time the County approve a negotiated agreement.
- X. PROPOSAL AWARD** –The County reserves the sole right to:
- a. Determine responsible Proposers and responsive proposals.
    - i. Responsible Proposer: A Proposer who submits a Responsive Proposal 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 construction described in the Request for Proposal.
    - ii. Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

- b. Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.
- Y. PROTESTS** – Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- a. In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).
- b. The Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).
- c. The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:
- i. State the reasons for the action taken; and
  - ii. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.
- d. A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).
- Z. REJECT ALL** – Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Grant County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.
- AA. RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran's businesses are to receive the following preferences:
- a. Resident veteran's businesses with annual revenues of \$1 Million or less will be awarded an additional ten percent (10%) of the total possible RFP evaluation points.
- b. Resident veteran's businesses with annual revenues of more than \$1 Million but less than \$5 Million will be awarded an additional eight percent (8%) of the total possible RFP evaluation points.
- c. Resident veteran's businesses with annual revenues of more than \$5 Million will be awarded an additional seven percent (7%) of the total possible RFP evaluation points.

This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran business certificate issued by the State of New Mexico Taxation and Revenue Department and complete the Resident Veterans Preference Declaration form included in the Required Forms Section. This preference will not apply when the expenditure includes federal funds for a specific purchase.

- BB. RFP RESPONSES** – By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

**CC. SOLE INTERPRETER** – Grant County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

**COUNTY OF GRANT**

**RFP 18-02  
 Mine Aggregate Pit  
 For  
 Grant County**

**Scope of Work**

Grant County is soliciting bids from qualified contractors to mine, process and remove sand, stone, gravel, crusher fines, and/or borrow dirt from the Hurley Pit situated in Grant County, New Mexico. **The legal land description is S1/2SW1/4 OF SECTION 24 & THE N1/2 OF SECTION 25, T. 18S., R. 13W., total 67.616 acres.** On any deviations bidder must state 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.

The County has entered into a mining lease with the Commissioner of Public Lands for the purpose stated above and covering the land described above.

The County intends to engage the most qualified firm available while maximizing the economic value of the land.

The selected contractor shall furnish all expertise, labor, supervision, services, equipment, tools, supplies, licenses, additional required permits, transportation and incidentals necessary to perform mining, removing and processing of Sand and Gravel and/or Borrow Dirt.

All materials removed by the contractor from the Site/Property will be subject to royalty payments. The payments must meet or exceed the following minimum payment:

Sand & Gravel or other aggregate	\$1.10/yard	\$0.75/ton
Borrow Dirt	\$0.65/yard	\$0.62/ton
Crusher Fines	\$0.68/yard	\$0.45/ton

The County may choose to purchase materials from the Contractor at a price most advantageous to the County.

The selected contractor will be responsible for supplying any necessary power, fuel, storage, spill prevention/containment, sanitary or other facilities necessary for maintaining their Site operations. Any fuel stored at the site will be stored in double-walled steel fuel tanks provided by the supplier. All equipment fueling and servicing will be conducted in specified areas by qualified personnel. The area will be closely monitored for any spills, which, if they occur, will be removed and properly disposed.

The selected Contractor will provide the County monthly reports of materials type and quantities removed from the site. A royalty payment will be made to the County on a monthly basis based on the quantities and types of materials removed from the Site. Monthly reports and royalty payments to the County shall be paid based upon on-site load tickets.

The selected Contractor shall pay a minimum annual royalty of \$ 8,000.

Any damage done to the Owner’s property or Contractor’s equipment will be the responsibility of the Contractor and will not be reimbursed by the County.

Refer to the 'Proposed Format' section of this RFP for additional information on how to respond to the desired Scope of Services.

### **Proposal Format**

Reponses shall be broken down to the maximum extent practicable in order to allow the County to effectively evaluate each proposal.

Proposal Response Items:

- Royalty price per cubic yard and ton to be paid by the selected Contractor for materials removed from the site.
- Guaranteed cubic yard and ton price for the following materials to be sold to the County for use on various County Road Projects:
  - ½" chips, state specification
  - Base Course, state specification
  - Base Course, non-state specification
  - Fill(borrow) dirt
- To the extent necessary, identify any additional permits required for the mining work and the method proposed to obtain such permits
- Approach for measuring and reporting materials types and materials quantities removed from the Site on a monthly basis
- Approach for measuring and reporting materials types and materials quantities stockpiled on the Site on a biannual basis
- Approach for reconciling load ticket volumes on a biannual basis with a biannual volumetric survey (to be conducted by County) and reconciling any underpayment or overpayment to the County.
- Provide a proposed mining and reclamation plan.

### **Proposal Evaluation and Selection**

The County intends to engage the most qualified firm available for this assignment while maximizing the economic value of the aggregate resource. Responsiveness to the RFP will be a principle basis for evaluation. Proposals shall provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. The proposal should address all aspects of the RFP and clearly express the firm's understanding of the specific requirements.

The following criteria shall be considered in evaluating the proposals:

- a. Royalty price paid to County for all material removed from the Site
- b. Price of material sold to the County
- c. The reputation, experience and efficiency of the contractor
- d. The ability of the contractor to perform the work
- e. The contractor's performance under previous leases or similar agreements
- f. The ability of the contractor to reclaim the site
- g. General qualifications of the contractor
- h. Response to items contained within this RFP

Selection of a contractor will be made based on qualifications, experience, competence, payment terms, without emphasis on any one factor to the exclusion of the others. Agreement negotiations will take place with the most qualified firm. If an Agreement cannot be negotiated, the negotiations will be terminated in writing and negotiations will begin with the next most qualified firm.

### Evaluation Criteria

Evaluation Criteria	Possible Points	Points Awarded
Royalty price per cubic yard and ton to be paid by the selected Contractor for materials removed from the site.	25	_____
Guaranteed cubic yard and ton price for the following materials to be sold to the County for use on various County Road Projects:	25	_____
Approach for measuring and reporting materials types and materials quantities stockpiled on the Site on a biannual basis	20	_____
Approach for reconciling load ticket volumes on a biannual basis with a biannual volumetric survey	20	_____
Provide a proposed mining and reclamation plan.	10	_____ _____
<b>TOTAL POINTS</b>	<b>100</b>	_____ _____

**BID FORM 1**  
**RFP 18-02**  
**Mine Aggregate Pit**  
**For**  
**Grant County**

**Date:** Wednesday, January 03, 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

### 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 4****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 5**  
**Resident Veterans Preference Certification**  
**(If applicable)**  
**Must submit certificate to be eligible**

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

**Please check one box only**

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

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

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

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

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

**BID FORM 6  
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 7**

**Certification Regarding**

**Debarment, Suspension, and Other Responsibility Matters**

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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.

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Print Name of Authorized Representative

Title

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Signature of Authorized Representative

Date

**BID FORM 8**  
**RELATED PARTY**  
**RFP 18-02**

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**

**Mine Aggregate Pit, RFP 18-02**

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		Proposal
Yes		Bid Form No 1: Addendum Acknowledgement
Yes		Bid Form No 2: Vendor Information
Yes		Bid Form No 3: Request for Taxpayer Information or W-9
Yes		Bid Form No 4: Campaign Contribution
If Applicable		Bid Form No 5: NM Tax and Revenue Resident Preference Certificates. (Must Submit Certificate)
If Applicable		Bid Form No 5: NM Tax and Revenue Veteran’s Preference Certificate. (Must Submit Certificate)
Yes		Bid Form No 6: Non-Collusion Affidavit
Yes		Bid Form No 7: Certificate Regarding Debarment, Suspension and Other Responsibility Matters
Yes		Bid Form No 8: Related Party Form
If Applicable		Copy of License / Certifications as applicable to the Job
Yes		Sealed Envelope Marked with:  “Sealed Proposal” RFP 18-02 Mine Aggregate Pit