

County of Curry



Invitation to Bid No. 2022/23-11

Construction of New Livestock Pavilion

**Issue Date:
June 14, 2023**

**Mandatory Notice to Owner of Intent to Bid Form Due:
June 27, 2023**

**BID Due:
July 14 2023
Time: 2:00 p.m.**

**Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office**

On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the Construction of a New Livestock Pavilion at the Curry County Fairgrounds in Clovis, NM 88101.

**IMPORTANT:
BIDS ARE DUE BY July 14, 2023 AT 2:00 P.M.**

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, VENDOR REGISTRY. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. TO REGISTER, PLEASE VISIT THE LINK: [FREE VENDOR REGISTRATION](#). BIDS WILL BE TIME-STAMPED IN THE VENDOR REGISTRY SYSTEM WHEN BIDDER SUBMITS. THE BIDDER WILL RECEIVE AN EMAIL OF THE SUBMISSION FOR THEIR RECORDS. SUCH ELECTRONIC SUBMISSION WILL BE CONSIDERED SEALED BIDS IN CONFORMANCE WITH STATUTE.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT BY EMAIL AT lschlimm@currycounty.org IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

BIDS MUST BE SUBMITTED ELECTRONICALLY

Lorraine Schlimm
Curry County Purchasing Agent

PROPOSAL DOCUMENTS Drawings, Specifications

Bidders are responsible for printing of copies of drawing and specifications at their own expense. Copies of Bid Documents including: Instructions to Bidders, bidding forms, and other contract documents, including plans, project manual, etc. to be used in connection with the submission of bids may be examined at:

Formative Architecture
209 Gold Ave. SW
Albuquerque, NM 87102
Phone: 505-510-4600

Potential Offeror's must return the **Mandatory "Notice to Owner of Intent to Bid" Form, in order to submit a bid for the Project.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This requirement is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the ITB documents, and written answers to inquiries. This mandatory form must be received by Curry County no later than 5:00 pm on June 27, 2023

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract.

A completed Subcontractor Listing Form, pursuant to 13-4-31 through 13-4-42 NMSA 2018 must accompany each BID. Subcontractor listing form must comply with the Subcontractor's Fair Practices Act (13-4-31 to 13-4-42, NMSA 2018).

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000.00) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Bid Documents contain a timeline for completion of the work and imposes liquidated damages against the selected Contractor for failure to complete the work within the time period stated in the Contract.

No Offeror may withdraw his/her/its bid for a period of **30 days** after the actual date of the opening thereof.

The Owner intends to award this Project to the highest scoring Offeror in accordance with this Invitation to Bid. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Offeror whose Bid it deems to be in the best interest of the Owner.

Curry County Administration
Bid No. 2022/23-11 Construction of New Livestock Pavilion
Code #90930

A **Mandatory Pre-Bid Meeting** is scheduled for June 23, 2023 at 2:00 pm. Pre-Bid meeting is mandatory for the General Contractors. Subcontractors are encouraged to attend but are not required. The Pre-Bid meeting will be held at:

LOCATION: Curry County Commission Chambers
417 Gidding Street
Clovis, New Mexico, 88101
(A site visit will be conducted following the Pre-Bid Meeting.)

APPENDIX A
MANDATORY "NOTICE TO OWNER OF INTENT TO BID
BID NO. 2022/23-11

By signing this "Mandatory Notice to Owner of Intent to Submit a Bid" the undersigned agrees that he/she has received a complete copy of the ITB. Bids will only be accepted from those Offerors who sign and return this Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a bid will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any ITB amendments that may be issued. **All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, lschlimm@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: **June 27, 2023.**

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the ITB if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ Firm **DOES INTEND** to respond to this ITB
_____ Firm **DOES NOT INTEND** to respond to this ITB

SPECIFIC CONDITIONS

Bids must be received by July 14, 2023 at 2:00 p.m. Mountain Time. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. CRITERIA FOR AWARD

Award shall be based on the lowest responsible bid prices which meet specifications. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.

2. GUARANTEED PERFORMANCE

The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SCOPE OF SERVICES

The project includes demolition of existing structures, site improvements and construction of a 57,216 square foot building. The General Contractor selected shall perform the work as described in this solicitation and according to Drawings and Specifications prepared by Formative Architecture--Architects. A summary of services the General Contractor shall perform to complete the Project, include, but are not limited to, the following:

- a. Planning, supervision and timely completion of the Project
- b. Prepare, monitor, and maintain the established Project schedule including scheduling and phasing the Work to allow for continuous operation of the existing County facilities
- c. Material procurement, delivery, and storage
- d. Submittals and Project documentation
- e. Manage construction labor and materials
- f. Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable
- g. Manage site access, safety, security, and quality control
- h. Manage testing and inspections
- i. Coordination of all utility inspections
- j. Project close-out and inspection

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENTS AND SITE

1. Before submitting a Bid, each Offeror must:
 - A. Examine the Bid Documents thoroughly;
 - B. Visit the site to familiarize himself/herself with local conditions that may in any manner affects cost, progress, or performance;
 - C. Familiarize himself/herself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
 - D. Study and carefully correlate the Offeror's observations with the Bid Documents.
2. On request, the County will provide each Offeror access to the site to conduct such investigations and tests as each Offeror deems necessary for submission of his Bid.
3. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bid Documents.
4. The submission of a Bid will constitute an incontrovertible representation by the Offeror that he/she has complied with every requirement of this Section and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2. BID DOCUMENTS

1. COPIES OF BID DOCUMENTS

- 2.1.1. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents
- 2.1.2. The Owner and the Architect/Engineer, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2. SUBSTITUTE MATERIAL AND EQUIPMENT

- 2.2.1. The contract, if awarded, will be on the basis of material and equipment equal to products designated in the drawings or described in the specifications. For purposes of submitting a bid, product prior approval is not required unless specifically requested under the section where specified. All products used must meet or exceed that specified in the specifications and construction documents. Any and all substitutions must be submitted for shop drawing review by the Architect/Engineer prior to construction as required by Section 01 2500 Substitution Procedures.

3. ADDENDA

- 2.3.1. Addenda will be delivered to all who attend the mandatory pre-bid conference and signed in with name, company name, email address, phone number and returned the mandatory Notice to Owner of Intent to Bid form.
- 2.3.2. Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose
- 2.3.3. Addenda will be issued no later than four days prior to the date for receipt of bids, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids.

3. PROJECT CONTACTS

Any questions regarding this Invitation to Bid must be submitted to the Purchasing Agent/Chief Procurement Officer listed below. The County will only consider questions submitted in writing by Offerors regarding the ITB, including requests for clarification and request to correct errors.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on June 30, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Lorraine Schlimm
Curry County Assistant Finance Director/Chief Procurement Officer
417 Gidding St. Suite 100
Clovis, NM 88101
Email: lschlimm@currycounty.org

4. BID SECURITY

Each offeror shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 2018.

5. PERFORMANCE BOND

This (performance bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid prices. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

6. PAYMENT BOND

This (payment bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful offeror shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

7. PRE-BID CONFERENCE AND WALKTHROUGH

A Mandatory Pre-Bid Meeting will be held. The Mandatory Pre-Bid Meeting will be held June 23, 2023 at 2:00 pm at the Commission Chambers at 417 Gidding. The purpose of a Pre-Bid meeting is to review the Bid documents, including the Scope of Work, Response Format, Schedule, and Bid requirements. **Attendance at the Pre-Bid meeting is mandatory for General Contractors.** Subcontractors are encouraged to attend but are not required. It is highly suggested that appropriate Offeror staff attend to better understand the Bid for Construction process and the Owner's expectations. A site visit will be conducted following the Pre-Bid Meeting.

8. SUBCONTRACTORS

The listing threshold for subcontractors for this project is \$65,675.00 and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 2018. There shall be only one subcontractor listed for each classification. If subcontractors change according to bid options/bid lots-accepted than list the subcontractors and the bid lots where they are to be used. Refer to Section 01 2310 Bid Lots.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of this ITB and this Contract. The offeror agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the offeror is for the acts and omissions of persons directly employed by the offeror. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and Curry County.

The offeror may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule and may also be required to require performance and payment bonds of some or all subcontractors in conformance with section 13-4-37 NMSA 2018.

The offeror shall list the Subcontractors he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bid Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:

“AN ACT
RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR
FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31 SHORT TITLE

Section 1 through 12 of this Act may be cited as the "Subcontractors Fair Practices Act".

13-4-32 LEGISLATIVE FINDINGS

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among Contractors and Subcontractors and lead to insolvencies and loss of wages to employees.

13-4-33 DEFINITIONS

As used in the Subcontractors Fair Practices Act:

A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;

B. "subcontractor" means a contractor who contracts directly with the contractor;

C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and

E. "using agency" means any state agency or local public body requiring services or construction.

(F.) (added for clarity from 13-4-13.1) "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

13-4-34 LISTING OF SUBCONTRACTORS; REQUIREMENTS

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including bid lots, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid

opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) The name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) The category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

C. This section does not apply to second tier subcontractors, material suppliers or subcontractors whose contract is less than the greater of the listing threshold as indicated in Subsection A of this section.

13-4-35

EXEMPTION

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

13-4-35.1

APPLICATION OF ACT

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

13-4-36

SUBSTITUTION OF SUBCONTRACTOR

A. No Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the Contractor;

- (2) When the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
- (3) When the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
- (4) When the subcontractor listed in the original bid fails or refuses to perform his subcontract;
- (5) When the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
- (6) When a bid lot accepted by the using agency causes the listed subcontractor's bid not to be low;
- (7) When the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;
- (8) When the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,
- (9) When it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.
- (10) When it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

(1) The contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) The contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

13-4-37 BOND REQUIREMENTS

A. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

B. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 2018) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 2018. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) Specifies that the expense for the bond shall be borne by the subcontractor; and

(2) Clearly specifies the amount and requirements of the bond.

13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 2018.

13-4-39. INADVERTENT CLERICAL ERROR

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four (4) working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) The contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening;
or

(2) Affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

13-4-40. EMERGENCY SUBCONTRACTING

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

13-4-41. PENALTIES

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 2018, the using agency shall:

(1) In the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 2018, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

(2) In the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 2018, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor;
or

(3) In the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 2018, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

13-4-43. DISPUTE RESOLUTION

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

A. Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. Refer the matter in dispute to be resolved through arbitration.”

END OF SUBCONTRACTORS FAIR PRACTICE ACT

9. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton and Seth Martin; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, Sheriff Mike Reeves, or Probate Judge Hollie Barnett.

10. SELECTION PROCESS

BID OPENING

Competitive bids will be accepted until July 14, 2023 at 2:00 p.m. In the wake of the Covid-19 public health emergency and to minimize public health risk, bids must be submitted electronically through Curry County’s procurement provider, vendor registry. Registration and access to all documents is free of charge. To register, please visit:

<https://www.currycounty.org/?splash=https%3a%2f%2fvrapp.vendorregistry.com%2fVendor%2fRegister%2fIndex%2fcurry-county-nm-vendor-registration&isexternal=true>

Bids will be time-stamped in the vendor registry system when bidder submits. The bidder will receive an email of the submission for their records. Such electronic submission will be considered sealed bids in conformance with statute.

Bid Opening Construction of New Livestock Pavilion

Friday, July 14 · 2:00 – 3:30pm

Time zone: America/Denver

Google Meet joining info

Video call link: <https://meet.google.com/xvh-yuug-qgy>

Or dial: (US) +1 413-300-1131 PIN: 204 839 246#

More phone numbers: <https://tel.meet/xvh-yuug-qgy?pin=8702833225714>

1. NOTICE OF AWARD AND CONTRACT NEGOTIATIONS

- 10.1.1.** The award may be made to the bidder(s) providing a responsive, responsible bid that meets and satisfies all of the requirements herein and results in the lowest overall cost to the County. When determining the lowest responsive bid, the normal services hours will be used. If there are multiple bidders with the same rate, emergency call out rates and material mark-up will be considered. The award will be made by the Curry County Commission at their regularly scheduled meeting or at a meeting called for the purpose of the award or other special meeting. Bid prices must be good for thirty (30) days subsequent to date of opening.

11. POST-AWARD INFORMATION

1. SUBMITTALS TO COUNTY/ARCHITECT/ENGINEER

Within five (5) days after Notice of Award, the required bonds and certificates of insurance shall be submitted.

2. EXECUTION AND APPROVAL OF CONTRACT

- 11.2.1.** The Contract shall be signed by the successful proposer and returned, together all required bonds and certificates of Insurance, within five (5) calendar days of the date of Notice of Award. No contract shall be effective until it has been fully executed by all of the parties thereto.

3. NOTICE TO PROCEED

- 11.3.1.** The County will issue a written Notice to Proceed to the Offeror stipulating the date from which Contract time will be charged and the date contract time is to expire, subject to valid modifications of the Contract authorized by Change Order.

4. FAILURE TO EXECUTE CONTRACT

- 11.4.1.** Failure to return the signed Contract with acceptable contract bonds and certificates of insurance within five (5) calendar days after the date of the Notice of Award shall be cause for cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.

5. CONSTRUCTION TIME

- 11.5.1.** The Contract will include a stipulation that Substantial Completion is to be completed **on or before June 30, 2024.**

6. LIQUIDATED DAMAGES

- 11.6.1.** The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five hundred dollars (\$500) per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

7. CONTRACT CHANGES

- 11.7.1.** Work shall be subject to change by additions, deletions, or revisions made by the County. County shall notify Offeror of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.
- 11.7.2.** Whenever the work is changed by addition, deletion, or revision by County, an equitable adjustment in the Contract Price or the contract time is appropriate. Offeror shall submit to Architect and the County within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract Price and Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Offeror, plus reasonable amounts for overhead and profit.

-
- 11.7.3.** Offeror shall not perform any change in the work or allow any change in the contract price or the contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written notice of change from the County, Offeror shall diligently perform the change in strict accordance with the contract and the change order.

12. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement for the work will be the Contract for General Construction of Livestock Pavilion Project between County and Contractor.

13. WARRANTY

Offeror shall provide County with a full one (1) year warranty on the project, commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, offeror shall make monthly visits to the property and provide any and all necessary and/or recurring maintenance and repairs, correct and/or replace such other areas of concern as are identified in writing by the County.

14. CHIEF PROCUREMENT OFFICER CONTRACT

Any questions for this Invitation to Bid should be submitted to the Purchasing Agent/Chief Procurement Officer below. The County will only consider questions submitted in writing by Offerors regarding the ITB, including requests for clarification and request to correct errors.

Only written questions/requests sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on June 30, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents. Questions received after this date may not be answered.

Lorraine Schlimm
Curry County Purchasing Agent/Chief Procurement Officer
417 Gidding St. Suite 100
Clovis, NM 88101
Email: lschlimm@currycounty.org

15. PROTEST

Any offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County's Chief Procurement Officer in accordance with the requirements of the County's Procurement Regulations and the State Procurement Code. The protest should be made in writing 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 (§ 13-1-172 NMSA 2018).

In the event of a timely protest under this section, the Chief Procurement Officer and the County shall not proceed further with the procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§ 13-1-173 NMSA 2018).

The Chief Procurement Officer shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning 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 2018).

The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The determination shall

- 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 2018.
- iii) A copy of the determination issued under § 13-1-175 NMSA 2018 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 2018).

16. SEQUENCE OF EVENTS

This section of the ITB outlines and describes the major events of the Selection Process.

SEQUENCE OF EVENTS (TENTATIVE)

1. Issue ITB (Publish Legal Ad) June 14, 2023
2. **Mandatory** Pre-Bid Conference June 23, 2023
3. **Mandatory** "Notice to Owner of Intent to Bid" June 27, 2023 at 5:00 pm
Deadline to receive Notice of Intent to Bid.
4. Last day for Questions June 30, 2023
from Potential Bidders Deadline to submit written questions
5. Last day to issue Addenda July 5, 2023
to Potential Offerors
6. Submission of Bids July 14, 2023 at 2:00 pm
Submission Deadline
7. Notice of Intent to Award to Contractor July 14, 2023 & Negotiations

8. County Commission Award and Contract Approval July 25, 2023
9. Begin Work/Ground Breaking 10 days from issuance of Notice to Proceed or receipt of building permits, whichever is greater.

17. **INSURANCE**

- 17.1.1. County is a New Mexico governmental entity and as such, has insurance covering the County property including the Fairgrounds property. County also has insurance in place to cover exposure County may have as a result of its operation of the Fairgrounds.
- 17.1.2. **Certificates of Insurance.**
The Contractor shall provide certificates of insurance acceptable to County evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until expiration of the period for correction of Work.
- 17.1.3. **Deductibles and Self-Insured Retentions.**
The Contractor shall disclose to County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.
- 17.1.4. **Additional Insured Obligations.**
To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) County, the Architect, and the Architect's consultants as additional insured's for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) County as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the County's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.
- 17.1.5. **Contractor's Required Insurance Coverage.**
The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in New Mexico where the Livestock Pavilion

Project is located. The Contractor shall maintain the required insurance until the expiration of one (1) full year after substantial completion, unless a different duration is stated below:

17.1.6. Commercial General Liability

Commercial General Liability insurance for the Livestock Pavilion Project written on an occurrence form with policy limits of not less than \$2,000,000.00 each occurrence, \$10,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- B) Personal injury and advertising injury;
- C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- D) Bodily injury or property damage arising out of completed operations;
- E) and
- F) The Contractor's indemnity obligations under the General Conditions.

The policy must include the interests of the owner, contractor, and sub-contractors of all tiers.

The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- A) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- B) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- C) Claims for bodily injury other than to employees of the insured.
- D) Claims for indemnity arising out of injury to employees of the insured.
- E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
- F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Livestock Pavilion Project.
- H) Claims related to roofing, if the Work involves roofing.
- I) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- J) Claims related to earth subsidence or movement where the Work involves such hazards.
- K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00

per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverage's required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers ' Compensation at statutory requirements.

Commercial General Liability with policy limits not less than \$2,000,000.00 each occurrence, and \$10,000,000.00 general aggregate policy limit.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 general aggregate.

Contractor shall carry Builder's Risk Insurance in the minimum amount of the total contract price. Contractor and Owner shall be named as additional insured's and said policy(ies) shall cover the interests of any and all of Contractors, Sub-contractors and suppliers if their supplies, products or material have been delivered to the Construction Site or any of the designated holding/staging area. Said Builder's Risk Insurance shall cover the County's existing buildings and structures to which the addition, alteration, improvement or repair covered in this contract. Said coverage shall include coverage for any collapse, scaffolding, construction forms, and other temporary structures; debris removal, pollutant clean-up and removal, demolition cost coverage and other general areas of coverage for all areas of Contractor's work on the Livestock Pavilion Project and any and all materials, equipment and supplies that Contractor will use at any point in the completion of the Livestock Pavilion Project as well as all of the County structures and property where said materials, equipment and supplies will be used and/or installed. Coverage on Builder's Risk Insurance shall begin prior to Contractor performing any work on the Livestock Pavilion Project and shall remain in full force and effect for a period of ninety (90) days after substantial completion unless extended by mutual agreement of County and Contractor.

Contractor's Other Insurance Coverage

Insurance selected and described in this Section shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Livestock Pavilion Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 13.5.

- Umbrella - \$2,000,000.00 per occurrence
- Products/Completed Operations \$1,000,000.00 single, \$2,000,000.00 aggregate
- Personal and Advertising injury - \$1,000,000.00 per occurrence
- Bodily Injury/Property Damage insurance (including completed operations) \$1,000,000.00 per occurrence.

The Invitation to Bid and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with New Mexico State laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

BID FORM (Lump Sum)

OFFEROR'S Name and Address:

BID NO.: BID-2022/23-11

PROJECT NAME:
Livestock Pavilion Project

Telephone:

LOCATION: Clovis, New Mexico, 88101

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

This Bid is submitted to County:

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Phone: (575) 763-6016

1. The undersigned Offeror proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Invitation to Bid Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Invitation to Bid and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Bid Documents. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. The Offeror shall sign and submit the Agreement between County and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bid Requirements within ten (10) days after the date of the County's Notice of Award.

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

A. The Offeror has examined copies of all the Bid Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

B. The Bidder has familiarized himself/herself with the nature and extent of the Bid Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidder of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bid Documents;

E. The Bidder has given the County written notice of all conflicts, errors, and discrepancies that have been discovered in the Bid Documents, and the written resolution thereof by the County is acceptable to the Bidder;

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

G. The Bidder acknowledges that he/she has attended any Mandatory Pre-Bid conference scheduled by the County or the Architect pertaining to this project;

H. The Bidder will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

(Please use typewriter or print legibly in ink)

BASE BID: Livestock Pavilion Project (List the price in words and numbers):

_____ (\$ _____)

**Additive Bid Lot #1 (Salvage Operations):
(List the price in words and numbers):**

_____ (\$ _____)

Additive Bid Lot #2 (Exterior Improvements):

(List the price in words and numbers):

(\$ _____)

Additive Bid Lot #3 (Exterior Pavement Improvements):
(List the price in words and numbers):

(\$ _____)

Additive Bid Lot #4 (Shade Structure):
(List the price in words and numbers):

(\$ _____)

Deductive Bid Lot #5 (Reduced Area):
(List the price in words and numbers):

(\$ _____)

Additive Bid Lot #6 (Agriculture Building Demolition):
(List the price in words and numbers):

(\$ _____)

5. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than June 30, 2024, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$500.00) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the

contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the Bids.

6. The following documents are attached to and made a condition of this Bid:

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list): Offeror's Reference Form, Non-Collusion Affidavit Form, Certification Form, Campaign Contribution Disclosure Form, Certification Regarding Debarment and Suspension, Options Exception or Variations Form, Payment Bond Form, Performance Bond Form

7. The terms used in this Bid and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bid Documents, have the meanings assigned to them in those Conditions.

8. The Offeror is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: (____) _____ FAX: (____) _____

B. PARTNERSHIP:

By: _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____ FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)

* _____
(Signature of Authorized Person)

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: (____) _____

FAX: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

OFFEROR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. A valid email address must be provided. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, INSULATING, STUCCO, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, TILE, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Bid as a condition of the ITB and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater pursuant to Section 13-4-34, NMSA 2018.

Listing Threshold for this Project: \$ 65,675

a. Subcontractor listing shall be expanded after qualified Bidder if awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

b. Subcontractor listing shall also be expanded after qualified Offeror if awarded, and before Contract, to include the Department of Workforce Solutions Minimum Wage Act Registration Number. See the Department of Workforce Solutions website at www.dws.state.nm.us under "Public Works" for registration form, listings and information.

c. See Bid Documents for rules regarding changes in this list after Bid.

PROJECT NAME: Livestock Pavilion Project

INVITATION TO BID: ITB-2022/23-11

The undersigned agrees that any and all claims which the firm may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

INVITATION TO BID: ITB-2022/23-11

NON-COLLUSION AFFIDAVIT FORM

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
) SS
)

_____, being first duly sworn,
deposes and says that he is _____ (*sole owner, a partner, president, secretary, etc.*) of

the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other , nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, proposal depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed By: _____

Title: _____

Subscribed and sworn before me this ___ day of _____, 20__.

Seal of Notary

NOTARY PUBLIC

My Commission Expires _____

END OF DOCUMENT

BIDDER FORM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

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 grounds for rejection of this bid or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and _____ hereinafter called the "Surety", a corporation authorized under the laws of the State of _____ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

ATTEST:

(Principal) Secretary

Principal

By: _____

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and _____ hereinafter called the "surety" a corporation authorized under the laws of the State of _____ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of _____ dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if the said principal shall for a period of one (1) year from the immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work performed under the contract against faulty or defective materials and workmanship at his own expense and at no cost to the Owner, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

(Principal) Secretary

Principal

By: _____

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

**BIDDER FORM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Fidel Madrid, Dusty Leatherwood, Brad Bender, Robert Thornton, Seth Martin, Anastasia Hogland, Randa Jesko, Kendall Kempf, Mike Reeves, Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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)