

**SIERRA COUNTY
STATE OF NEW MEXICO**

INVITATION TO BID

**ITB # 2021-10-015
ROAD MATERIALS**



**SIERRA COUNTY PROCUREMENT
855 VAN PATTEN
TRUTH OR CONSEQUENCES, NM 87901**

Issue Date: September 10, 2021

Question Deadline: September 23, 2021 @ 2:00 PM MDT

Due Date: October 14, 2021 @ 2:00 PM MDT

PUBLIC OPENING

NOTE: MASK REQUIRED AND SOCIAL DISTANCING

PER STATE GUIDELINES

OTHER INFORMATION:

COMMODITY CODE REF: NIGP: 75072 NIGP: 75091 NIGP: 75060 NIGP: 75052 NIGP: 75091

Freight Terms: FOB Destination
Payment Terms: NET 30

INVITATION:

Sierra County (hereinafter called County) invites you to submit a Bid for the material(s) and/or services identified and described within this Invitation To Bid (ITB). Please read carefully all instructions, specifications, and requirements, scope of work, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this Bid may result in your Bid being classified as unresponsive and disqualified. Bids must be submitted to the delivery location and mailing address indicated below no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

BID SUBMITTAL:

All information must be entered in ink or typed and corrections must be initialed. **Bidders are required to submit four (3) printed and one (1) electronic copies of their Bid.** Bids are to be submitted in a sealed envelope or package, clearly marked with the Invitation To Bid Number and Opening Date (see Bid Due By date above) in the lower left hand Corner. Failure to mark your sealed Bid Submission Envelope or package may result in your Bid being opened early or your Bid not being included in the Invitation To Bid Opening.

SUBMITTAL LOCATION:

Delivery Location address:

Sierra County
Attn: Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

Mailing Address:

Sierra County
Attn: Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

SIERRA COUNTY CONTACT INFORMATION:

Jocelyn Holguin, CPO
Telephone: 575-894-6215 **E-mail: jholguin@sierraco.org**

APPENDIX:

- A-- BID REQUEST FOR COST FORM
- B -- ACKNOWLEDGEMENT OF RECEIPT FORM
- C – ACKNOWLEDGEMENT OF ADDENDA
- D – CONFLICT OF INTEREST/DEBARMENT CERTIFICATION FORM
- E – CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- F -- VETERAN LOCAL PREFERENCE
- G – SIERRA COUNTY LOCAL PREFERENCE

EXHIBITS:

- A – LETTER OF TRANSMISSION FORM
- B - QUESTION SUBMITTAL FORM

I. INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BID: BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE INDICATED IN THE COVER SHEET. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.** The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to the Chief Procurement Officer or her designee at the delivery address listed. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “ROAD MATERIALS” and should reference “ITB #2021-10-015”. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all Bidders submitting Bids. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Bid shall not be disclosed to competing Bidders prior to contract award.
2. **ACKNOWLEDGEMENT OF ADDENDA:** Bidders shall acknowledge receipt of any addenda of this ITB by identifying the addendums number and date in the space provided on the Bid form.
3. **ALTERNATE BIDS:** Alternate Bids will be accepted and considered provided they are “equal to” and meet all specifications of this ITB which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The County reserves the right to make the final determination as to whether or not an alternate Bid is equal. It is the Bidder’s responsibility to provide, as part of the Bid, descriptive literature, specifications and information on all alternate products and services Bid. References of current users should be included. If the item(s) or service(s) Bid are not clearly identified as alternate item(s) or services, it is understood that the Bid is for item(s) and service exactly as specified in this ITB.

- 4. AWARD INFORMATION:** Award information will be posted electronically on the County's Procurement Department web site: <http://www.sierraco.org>

Please visit the Sierra County website: <http://www.sierraco.org>- PROCURMENT- FREE VENDOR REGISTRY LINK- For the opportunity to fill out and submit the Sierra County Vendor Registry form, which will allow you notifications of all addenda's and future projects.

NOTE: You will be required to be a registered vendor in Vendor Registry to see any updates.

- 5. MANDATORY SITE VISIT AND PRE-BID CONFERENCE:** NONE
- 6. DEADLINE TO SUBMIT WRITTEN QUESTIONS:** Potential Bidders may submit written questions as to the intent or clarity of this ITB until 2:00 PM MST on or before **September 23, 2021** all written questions must be sent by e-mail to the Chief Procurement Officer- jholguin@sierraco.org
- 7. RESPONSE TO WRITTEN QUESTIONS/ITB AMENDMENTS:** Written responses to written questions and any ITB amendments will be posted to the County Procurement Office web site link: <http://www.sierraco.org>- See All Active RFPs, ITBs, RFQs Link located in Vendor Registry. Vendors must be registered in Vendor Registry for updates, changes and notifications. It is a free service to all prospective vendors.
- 8. CANCELLATION:** The County reserves the right to cancel without penalty, this ITB, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 9. CASH DISCOUNTS:** The County will take advantage of cash discounts bid whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 10. CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or Bid preparation shall be made only by the CPO stated on the cover sheet of this ITB. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this ITB solicitation.
- 11. COPIES OF BID:** If submitting by hard copy or on USB Drive, please submit the number of hard/USB Drive copies of your Bid as stated on the cover sheet along with all supporting documents. Bids submitted on a USB must be in PDF format.
- 12. LATE SUBMISSIONS:** Late submissions of Bids will not be accepted or considered unless it is determined by County that the late receipt was due solely to mishandling by the County or the Bid is the only Bid received. Late submissions will be returned unopened.

13. **MODIFICATIONS:** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the Bid may be requested by the Procurement Officer or his designee following the opening.
14. **BID CLARIFICATION:** The Bids are to include with their Bid a local or toll-free number and e-mail address for Bid clarifications. Failure to do so may result in the bid being deemed non-responsive.
15. **PERIOD FOR BID ACCEPTANCE:** Bidder agrees that any Bid submitted will be good for a period of ninety (90) calendar days; an additional time period may be requested in the ITB Scope of Work.
16. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the ITB is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
17. **REJECTION OF BIDS:** The County reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all Bids or any part thereof, and to accept the Bid that is in the best interest of the County.
18. **SUBMISSIONS OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the Bid, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the County. Returns shall only be made at the Bidder's request and expense. Submissions provided on a USB electronic drive shall be in PDF format.
19. **TAXES:** The County is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price Bid. Applicable taxes are excluded from the ITB evaluation. A non-taxable transaction certificate can be made available by the County to the awarded firm.
20. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice, electronically (email) or in person by a Bidder or an authorized representative at any time prior to the submittal due date and time. Bids requiring bid security will result in forfeiture of the bid security if the Bid is withdrawn following the opening.
21. **ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT:** Bidders must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Exhibit A). Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section II of this ITB.

- 22. INCURRING COST:** Any cost incurred by the Bidder in preparation, transmittal, presentation of any Bid or material or negotiation associated with their response to this ITB shall be borne solely by the Bidder.
- 23. PRIME CONTRACTOR RESPONSIBILITY:** Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.
- 24. SUBCONTRACTORS:** Use of subcontractors must be clearly explained in the Bid and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.
- 25. AMENDED BIDS:** A Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble Bid materials.
- 26. BIDDERS RIGHT TO WITHDRAW BID:** Bidders will be allowed to withdraw their Bid at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Chief Procurement Officer or his designee. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.
- 27. FIRM BID:** Responses to this ITB, including Bid prices, will be considered firm for ninety (90) days after the due date for receipt of Bids or sixty (60) days after the due date for the receipt of a best and final Bid, if one is solicited.
- 28. DISCLOSURE OF BID CONTENTS:** All Bids and documents pertaining to an ITB will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer or his designee will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the remaining portions of the Bid. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Purchasing Agent shall examine the Bidder's request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder

takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

29. **NO OBLIGATION:** This procurement in no manner obligates Sierra County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property bid or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.
30. **TERMINATION:** This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.
31. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
32. **LEGAL REVIEW:** The County requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder concerns must be promptly brought to the attention of the Chief Procurement Officer or his designee.
33. **GOVERNING LAW:** This procurement and any agreement with a successful Bidder shall be governed by the laws of the State of New Mexico.
34. **BASIS FOR BID:** Only information supplied by the County in writing through the Chief Procurement Officer to his designee or in this ITB should be used as the basis for the preparation of bids.
35. **BIDDER QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The Evaluation Committee will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
36. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
37. **CHANGE IN CONTRACTOR REPRESENTATIVES:** The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

- 38. NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.
- 39. COUNTY RIGHTS:** The County reserves the right to accept all or a portion of a Bidder's bid.
- 40. RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Bidders and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.
- 41. OWNERSHIP OF BIDS:** All documents submitted in response to the ITB shall become the property of the County. However, any technical or user documentation submitted with the bid of a non-selected Bidder may be returned after the expiration of the protest period, by request, at the expense of the Bidder
- 42. AMBIGUITY, INCONSISTENCY OR ERRORS IN ITB:** Bidders shall promptly notify the Chief Procurement Officer or his designee, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the ITB.
- 43. COMPETITION:** By submitting a bid, Bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the Bid submitted to the County.
- 44. CONFIDENTIALITY:** Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Sierra.
- 45. ELECTRONIC MAIL ADDRESS REQUESTED:** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidders must have a valid e-mail address to receive this correspondence.
- 46. USE OF ELECTRONIC VERSIONS OF THIS ITB:** This ITB is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.
- 47. BACKGROUND INVESTIGATIONS:** Sierra County is committed to the safety of its employees, contractors and the community it serves. To that end, any firm awarded a contract

shall be required to assure that the personnel assigned to the project do not possess criminal records that would violate the standards for employment. The successful Bidder must certify that the company and its' employees are or will be in compliance with those standards for the project awarded.

48. CANVASSING OF ELECTED MEMBERS AND COUNCIL OFFICERS: Canvassing of Elected Members or Council Officers will automatically lead to disqualification.

49. BID BOND: 13-1-148. Bid and Performance bonds; additional requirements. A. Bid and performance bonds or other security may be required for contracts for items of tangible personal property or services as the state purchasing agent or a central purchasing office deems necessary to protect the interests of the state agency or a local public body. Any such bonding requirements shall not be used as a substitute for a determination of the responsibility of a bidder or offeror.

II. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Chief Procurement Officer" (also "CPO") means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed Bids.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

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

"County" means the County of Sierra, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Bids.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed Bids.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor (as opposed to a "desirable" item or factor). Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

"Bidder" is any person, corporation, or partnership who chooses to submit a Bid.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Sierra that is requesting the procurement of services or items of tangible personal property.

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

"Purchasing" means the County of Sierra Purchasing Office or the Sierra County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer for the County of Sierra.

"Invitation To Bids" or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting Bids.

"Responsible Bidder" means an Bidder who submits a responsive bid and who has furnished required information and data to prove that their 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 called for in this solicitation.

"Responsive Bid" or "Responsive Bid" means an Bid or Bid which conforms in all material respects to the requirements set forth in the Invitation To Bid. Material respects of an Invitation To Bid include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the Bidder in their bid, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include; *"The [NAME HERE] Company agrees to comply with this requirement."*, *"The [NAME HERE] Company concurs with this requirement."* and *The [NAME HERE] Company agrees to participate as required."*

III. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

Sierra county Procurement Department Website

<http://www.sierraco.org> Located in Vendor Registry- See All Active RFPs, ITBs, RFQs

New Mexico Procurement Code

<https://www.nmcompcomm.us/search-laws>

IV. INVITATION TO BID (ITB) STANDARD TERMS AND CONDITIONS

The purchases of materials and/or services awarded under this ITB shall be subject to the County's "Standard Terms and Conditions" and all information and statements contained in this Invitation To Bid. The terms, conditions and specifications contained in this ITB along with any attachments and the Bidders' response may be incorporated into any Purchase Order/ Agreement issued as a result of this ITB, including any addenda. Any provisions in any Bid, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this ITB or the resultant contract will be ineffective and inapplicable.

All equipment purchased with grant funds must be inspected by the funding agency upon receipt.

Failure to meet deadlines will result in the loss of funds. Be advised that Grant recipients need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case- by-case basis and are not automatically granted.

***BASIS OF AWARD:** Contracts awarded as a result of this solicitation shall be awarded to the responsible Bidder(s) whose Bid represents the best value and is in the County's best interest. The lowest bid to provide lowest cost for road materials will be determined the day of the bid opening. The County will base the award on what benefits of the department based on the funding and offer (s).

V. SCOPE OF WORK

1.1 DESCRIPTION-

Sierra County is requesting bids to establish an indefinite quantity nonexclusive multi-year pricing agreement for Road Materials. An Indefinite Quantity Nonexclusive Pricing Agreement will be issued resulting from this ITB. Sierra County may issue individual purchase orders for the materials contained in the Pricing Agreement on an “as needed” basis.

1.2 SCOPE:

Sierra County is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material required on an “as needed” basis. The County administers a variety of activities, which require the procurement of road materials.

A Pricing Agreement will be issued for a one (1) year period with eight (8) one-year options. Purchase Orders will be issued within the applicable fiscal year subject to availability of funding. A Purchase Order is required prior to the delivery of any material under this agreement. No material shall be accepted or delivered without a Purchase Order and prior receipt of written certifications by an approved testing laboratory.

1.3 QUALIFICATIONS AND REGULATORY REQUIREMENTS

A. This section details the minimum requirements and specifications for products or services sought by the County. It also provides information on the County’s use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

MATERIALS	MIN ORDER	PIGGYBACK MIN	TOTAL ESTIMATE QUANTITY
ASHPALT HOT MIX	200 TONS	300 TONS	1000 TONS
SUPER PAVE	200 TONS	300 TONS	500 TONS
COLD MIX	15 TONS	50 TONS	2000 TONS
BASE COURSE 1”	15 TONS	50 TONS	35000 TONS
CHIPS “1/2”	15 TONS	50 TONS	2000 TONS

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CHIPS "3.8"	15 TONS	50 TONS	2000 TONS
REDI MIX CONCRETE CLASS E 2500 Psi 3000 Psi 3500 Psi 4000 Psi	4 YDS	10 YDS	700 YDS
FILLABLE FILL	Unknown	Unknown	Unknown
CRUSHER FINES	15 TONS	50 TONS	2000 TONS
PEA GRAVEL	15 TONS	50 TONS	700 TONS
SCREENED ROCK SECTION	15 TONS		
PLASTER SAND	20 TONS	55 TONS	500 TONS
CONCRETE ROCK SECTION	15 TONS	50 TONS	500 TONS
CONCRETE SAND	15 TONS	50 TONS	200 TONS
FILL DIRT	10 TONS	45 TONS	4500 TONS
SCREENED SAND 3/16"	20 TONS	55 TONS	200 TONS
RIP RAP	10 TONS	45 TONS	500 TONS

ASPHALT HOT MIX

SECTION 1 --ASPHALT HOT MIX

1. Plant mix asphalt concrete shall be in accordance with Section 401 of the New Mexico State Highway Standard Specifications for Road and Bridge Construction, Current Edition, except for special provisions inserted below:

2. **COMPOSITION OF MIXED MATERIALS:** The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, combined, and mixed with asphalt in such proportions that a uniformly graded mixture will result, which is in substantial conformance with the specifications herein provide:

SIEVE DESIGNATION	PASSING SQUARE MESH SIEVES
1/2"	100
3/8"	70-98
NO.4	45-70
NO.10	30-50
NO.40	15-25
NO.200	4-8

The type and grade bituminous material shall be asphalt cement, type AC-10 as per attached special provisions. The amount of bituminous material to be within the range of from 5.5% to 9% asphalt, by weight of total mix, and shall be maintained within plus or minus 0.5 percent, Type 85-100 penetration grade asphalt may be substitute for AC-10 grade asphalt.

3. **MIXING EQUIPMENT:** The mixing plant shall dry, size, blend, and mix the mineral aggregate and the bituminous material uniformly. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.

4. **MATERIALS:** Under Section 402.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of Subsection 402.28 "Anti-Stripping Agents" in its entirety and substitute the following:

***MINIMUM BID SPECIFICATIONS**
ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Hot Mix Plant through an in-line blending system, as directed by the County or its designee."

5. **QUANTITIES:** The County will place the order in advance for at-plant asphalt and will verify need within 48 hours prior to pick up time. Vendor will not mix out materials until a County truck is at plant site. Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 200 tons.

6. **PRICES:** The price for plant hot mix asphalt shall be stated on a per-ton basis. The price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

7. **PLANT LOCATION:** Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

*** END OF SECTION 1 ***

SECTION 2 -SUPER PAVE

1. Plant mix asphalt concrete shall be in accordance with Section 401 and Sub-Sections 420, 421 and 422 of the New Mexico Standard Specifications for Road and Bridge Construction, Current Edition, except for special provision inserted below:

2. **COMPOSITION OF MIXED MATERIALS:** The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, combined, and mixed with asphalt in such proportions that a uniformly graded mixture will result, which is in substantial conformance with the specifications herein provided:

3. **MIXING EQUIPMENT:** The mixing plant shall dry, size, blend, and mix the mineral aggregate and the bituminous material uniformly. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.

4. MATERIALS: Under Section 402.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of Subsection 402.28 "Anti-Stripping Agents" in its entirety and substitute the following:

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Hot Mix Plant through an in-line blending system, as directed by the County or its designee."

5. QUANTITIES: The County will place the order in advance for at-plant asphalt and will verify need within 48 hours prior to pick up time. Vendor will not mix out materials until a County truck is at plant site. Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 200 tons.

6. PRICES: The price for plant hot mix asphalt shall be stated on a per-ton basis. The price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

7. PLANT LOCATION: Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

***END OF SECTION 2 ***

SECTION 3—COLD MIX

1. Plant mix asphalt concrete shall be in accordance with Section 310 of the New Mexico Standard Specifications for Road and Bridge Construction, Current Edition, except for special provisions inserted below:

2. COMPOSITION OF MIXED MATERIALS: The aggregate and bituminous materials shall be mixed in a central plant or mixed in place. Aggregate and bituminous material shall be thoroughly mixed so that the bituminous material is uniformly distributed throughout the mixture and all aggregate particles are completely coated. If moisture is added to the mixture, the percentage shall be established by the Project Manager/Road Supervisor.

Bituminous treated base shall be constructed in conformity with the requirements of Section 304- Base Course & Subbase, for either method of mixing. The surface upon which bituminous treated base is to be placed shall be cleaned of all loose and deleterious materials, shall be free from frozen material, and shall meet the applicable density requirements of Section 207- Subgrade Preparation and Section 304-Base Course & Subbase.

3. MIXING EQUIPMENT: The aggregate, water when required, and bituminous material, shall be mixed in a stationary pugmill capable of producing a uniformly mixed product. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.

4. MATERIALS: Under Section 310.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of subsection 402.28, "Anti- Stripping Agents" in its entirety and substitute the following:

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Cold Mix Plant through an in-line blending system, as directed by the County or its designee."

5. QUANTITIES: Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 300 tons.

6. PRICES: The price for plant cold mix asphalt shall be stated on a per-ton basis. The price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

7. PLANT LOCATION: The distance of the main plant from the County Limits proper of Sierra County, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

END OF SECTION 3

SECTION 4 --BASE COURSE

1. BASE COURSE: Vendor to provide 1" base course in accordance with Section 304 of the New Mexico State Highway Department Standard Specification for Road and Bridge Construction, Current Edition. Material to be sized in accordance with Table 304, "Base Course and Subbase Gradation" meeting gradation under Class No. "II-8".

SIEVE SIZE	% PASSING
1"	100
3/4"	85-100
No.4	40-70
No.10	30-55
No.200	4-12
Two Fractured Faces (Plus 4 Material) Liquid Limit	50 or More 25 or less

2. PRICES: Prices shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.

3. QUANTITIES: Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 15 tons.

4. PLANT LOCATION: The distance of the main plant from the County Limits proper of Sierra County, New Mexico. Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

*** END OF SECTION 4 ***

SECTION 5 — CHIPS

1. CHIPS: Vendor to provide chips in accordance with Section 410—"Bituminous Surface Treatment" of the New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Current Edition. Gradations shall be 1/2" and 3/8". Variation from specified gradation shall only be made with the written approval of the County or its designee.

2. QUANTITIES: Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 15 tons.

3. PRICES: The price for each size of chips shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.

4. PLANT LOCATION: The distance of the main plant from the plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manor.

END OF SECTION 5

SECTION 6 -REDI-MIX CONCRETE

I. REDI-MIX CONCRETE: Vendor to provide Redi-mix Concrete in accordance with Section 510—"Portland Cement Concrete" of the New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Current Edition. Concrete should be of a five (5) bag per cubic yard mixture. Class "E" in accordance with 510.12. Redi-mix Concrete shall meet gradation in accordance with ASTM Design Specification C-67. Fly Ash shall be utilized in accordance with 510.28 "fly Ash" of the New Mexico State Highway Department Standard Specification for Road and Bridge Construction, Current Edition. The Fly Ash shall meet the chemical and physical requirements of ASTM C-618 for the class of Fly Ash specified with the following exceptions:

MINIMUM BID SPECIFICATIONS
ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS

PHYSICAL REQUIREMENTS	MINERAL ADMIXTURE CLASS	
	F	C
Fineness:		
Amount retained when wet-sieved on No. 325 sieve	34	34 max
Pozzolanic Activity Index:		
with portland cement, at 28 days min., percent of control	75	75 max
With lime, at 7 days min., psi.	800	800

Water requirements, max., % of control	105	105
Soundness:		
Autoclave expansion or contraction	0.8	0.8 max
Uniformity Requirements:		
The specific gravity and fineness of individual samples shall not vary from the average established by the ten-preceding test; or by all preceding tests if the number is less than ten, by more than;		
Specific Gravity; max variation from average %	5	5 max
Percent Retained on No. 325, max.		
Variation, percentage points from average	5	5
Reactivity with Cement Alkalies:		
Reduction of mortar expansion at 14 days in accordance with ASTM Method C441, min. percent	60	60

CHEMICAL REQUIREMENTS

Silicon Dioxide, plus Aluminum Oxide, plus Iron oxide	70%	50% min.
Sulfur Trioxide	5%	5% max.
Moisture Content	3%	3% max
Loss on Ignition	12%	6% max

Magnesium Oxide	5%	5% max
Available Alkalies, as NaO	1.5%	1.5% max

2. QUANTITY: Estimated quantity to be provided under this agreement is 700 cubic yards.
3. PRICE: The price for plant redimix concrete (Class E) 2500, 3000, 3500 and 4000 Psi shall be stated on a per-cubic yard basis. These prices should include all costs of delivery.
4. PLANT LOCATION: Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

***" END OF SECTION 6 ***

SECTION 7 - FLOWABLE FILL

1. FLOWABLE FILL: Shall be a flowable mixture of Portland Cement, aggregates, admixtures, and water. Cement to be used or furnished under this specification shall be portland cement conforming to be the requirements of ASTM C150. The type of cement shall be either Type I or Type II, "low alkali" (LA) cement. Aggregates shall comply with the requirements of ASTM C 33 and as amended herein.
2. PROPORTIONING: The determination of the Flowable Field design mix shall be solely the Contractor's responsibility and shall be established in accordance with the following limits.

MINIMUM BID SPECIFICATIONS

ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS

The materials shall be proportioned such that if placed at maximum slump, the maximum laboratory dry density, as determined from the molded specimens, at 20 (+/- 4 hours), is equal to or greater than 95 percent of the maximum dry density of the blended cement and aggregate, determined in accordance with ASTM 0558. The maximum dry density of the laboratory molded Flowable Fill specimens shall be computed on the average unit weight of the compressive strength specimens, corrected for the moisture content at the time of testing.

The portland cement content shall be one-half (1/2) sack, 47 lbs. per cubic yard in all Flowable Fill produced under this specification.

The aggregates shall be combined to provide a mixture of coarse and fine aggregate having a sand to total aggregate ratio of not less than 75 percent by weight. The combined aggregate gradation shall comply with the following limits:

SCREEN SIZE	% PASSING
1 in.	100
¾ in.	95-100
3/8 in.	82-100
No.4	70-100
No.8	55-85
No. 16	38-60
No. 50	6-30
No. 100	2-10

The design mix gradation; when plotted on a US Bureau of Public Roads 0.45 Power Gradation Chart, shall be similar to the plots of the specified gradation limits in the shape of the characteristic gradation curve.

Air entraining admixtures shall be proportioned to provide air entrainment of not less than 2 percent and not greater than 5 percent in the combined mixture.

Water shall be proportioned as required.

The design mix shall be proportioned to provide a slump of not Less than 5 inches and not greater than 8 inches.

3. COMPRESSIVE STRENGTH: The compressive strength of the design mix shall not exceed 60 PSI at 20 days when sampled and tested in accordance with ASTM C 172 and D1633, and as specified in this specification.

4. QUANTITY: The County is unable to predict the quantities to be provided under this agreement.

5. PRICES: The price for Flowable Fill shall be stated on a per cubic yard basis. Price to include all costs of delivery.

6. PLANT LOCATION: The distance of the main plant from the County Limits proper of Sierra County, New Mexico shall NOT exceed 10 miles. Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

*** END OF SECTION 7 ***

SECTION 8-CRUSHER FINES

SECTION 9-PEA GRAVEL

SECTION 10-SCREENED ROCK

SECTION 11-PLASTER SAND

SECTION 12-CONCRETE ROCK

SECTION 13-CONCRETE SAND

SECTION 14-FILL DIRT

SECTION 15-SCREEN SAND #4 MINUS

SECTION 16-RIP RAP

1. PRICES: The prices for Section 8 thru Section 16 shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.

2. PLANT LOCATION: The distance of the main plant from the County Limits proper of Sierra County, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manor.

SECTION 17 -TRUCK SCALES

1. TRUCK SCALES: The Contractor shall furnish certified weighing facilities in accordance with Section 109, of the New Mexico State highway Standard Specifications for Road and Bridge Construction, Current Edition.
2. PRICE: The price bid will be on a per weigh basis at the scale site.
3. SCALE LOCATION: The distance of the scale from the County Limits proper of Sierra County, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year-round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

***END OF SECTION 17 ***

SECTION 18 -TRUCK RENTAL FOR COUNTY PROJECTS AS NEEDED

1. TRUCK RENTAL
 - A. Trailer Dump
 - B. 10-Wheeler
 - C. Chip Spreader
 - D. Rollers
 - E. Sweepers
2. Price: The price bid is per hour with driver - indicate the minimum hours required.

***END OF SECTION 18 ***

SECTION 19 —MISCELLANEOUS CHARGES FOR COUNTY PROJECTS AS NEEDED

1. MISCELLANEOUS CHARGES
 - A. Fuel Surcharge
 - B. Double Drop Charge
 - C. Dump Truck -Minimum Load
 - D. Wait Time Charge

***END OF SECTION 19 ***

A. INFORMATION

1. Use of Brand Names and Numbers

Not Applicable

2. Equivalent Items Bid

Not Applicable

3. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a proposal on this bid, it is requested that their opinion be made known to the Chief Procurement Officer, in writing, at least seven (7) days prior to the bid opening date.

B. OTHER REQUIREMENTS, PRODUCT RELATED

Not Applicable

C. OTHER REQUIREMENTS, SERVICES RELATED

Not Applicable

D. OTHER REQUIREMENTS, CONSTRUCTION RELATED

Not applicable.

VI. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue ITB	Chief Procurement Officer (CPO)	09/10/2021
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	10/07/2021
3. Mandatory Pre-Bid Conference	CPO	N/A
4. Deadline to Submit Questions	CPO	09/23/2021
5. Response to Written Questions/ ITB Amendments	CPO	TBD
6. Submission of Bid	Bidders	10/14/2021 @ 2:00 MDT
7. Bid Evaluation	Evaluation Committee (EC)	10/14/2021
8. Contract Award*	Purchasing Agent*	11/16/2021
9. Protest Deadline	Bidders	15 Days of Notification
Start of Performance		TBD
	PUBLIC BID OPENING	

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue ITB

This ITB is being issued by the County Chief Procurement Officer on behalf of Sierra County Road Department.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Jocelyn Holguin, Chief Procurement Officer, by the close of business on the date indicated in Section VI.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any ITB amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the ITB, and the potential Bidder's organization name shall not appear on the distribution list.

22. 3. Site Visit and Pre-Bid Conference – NONE

23. 4. Deadline to submit written questions

Potential Bidders may submit written questions as to the intent or clarity of this ITB until September 23, 2021 @ 2:00 PM MDT on the date indicated in Section VI.A (Sequence of Events), above. All written questions must be sent by e-mail to the County Procurement Agent.

5. Response to written questions/ITB Amendments

Written responses to written questions and any ITB amendments will be posted to the County Chief Procurement Officer web site link: <http://www.sierraco.org> under the Vendor Registry Link.

Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A. The “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Bidder's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Bid

BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON **October 14, 2021 IN SECTION II. PARAGRAPH A (SEQUENCE OF EVENTS), ABOVE. **BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.****

The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to the Chief Procurement Officer or his designee at the delivery address listed in Section I, Paragraph C. Bids must be submitted sealed and labeled on the outside of the package to clearly indicate that they are in response to the “**ROAD MATERIALS**” Invitation To Bid and should reference “ITB#2021-10-015”. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Bidders submitting bids. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Bid shall not be disclosed to competing Bidders prior to contract award.

7. Bid Evaluation

The Chief Procurement Officer may at his/her option initiate discussions with bidders who submit responsive or potentially responsive Bids for the purpose of clarifying aspects of the Bids; please note Bids may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Bidder.

8. Contract Award

Any contract awarded shall be awarded to the Bidder whose bid is most advantageous to the County, taking into consideration the evaluation factors set forth in this ITB. Such award shall be subject to the prior review and approval of the County Commission.

The selected firm will be submitted to the County Commission for approval of award. The County will then enter into construction contract consistent with the sample contract.

9. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Sierra County Procurement Policy. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award. Protests must be written and must include the name and address of the protestor and the Invitation to Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer.

The protest must be delivered to the Chief Procurement Officer and/or her designee:

*Sierra County Procurement
Attn. Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, New Mexico 87901*

NOTE: Protests received after the deadline will not be accepted.

VII. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidder's may submit only one (1) response to this ITB.

B. NUMBER OF COPIES

Bidders shall deliver three (3) printed and one (1) electronic copies of their Bid to the location specified for the delivery and receipt of Bids on or before the closing date and time for receipt of Bids. *(Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for three (3) identical copies would be fulfilled by submitting the original and three [3] copies of the original.)* The original copy should be clearly marked "**ORIGINAL**" on the front cover and shall contain original signatures

VIII. EVALUATION CRITERIA

The mandatory requirements listed below requires a vendor response, as indicated. *Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Bidder's Bid.* Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the requirements of this ITB, will be used in the evaluation of individual Bid submittals.

A. License

(PASS/FAIL)

Accredited New Mexico Business License

**APPENDIX A
PRICING AGREEMENT**

Relationship of County (“Owner”) and the successful Contractors - The successful Contractor accept a relationship of trust and confidence between itself and Sierra County. The Contractor shall agree to furnish his/her/its’ best skill and best judgment and to cooperate with County, any and all regulatory agencies, and any design professionals associated with the oversight and funding of each project to be awarded as a result of this Invitation To Bid solicitation. The successful Contractor shall furnish efficient Contractor reviews, business administration, field supervision and shall use his/her/its’ best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the County, and in strict conformity with all funding requirements, State, Federal and local rules, laws and regulations.

This ITB contains specific requests for information. In responding to this ITB, Bidders are encouraged to provide additional information if Bidder believes that information is to be relevant.

Reference Sierra County Agreement #: ITB #2021-10-015 ROAD MATERIALS

OWNER: Sierra County

CONTRACTOR: _____

In addition to the terms and conditions of the above referenced Sierra County Agreement, the terms and conditions of this release are those contained in:

<u>Document</u>	<u>Title</u>
<u>ITB #2021-10-015</u>	<u>ROAD MATERIALS PRICING AGREEMENT</u>

(list other conditions)

<u>Number</u>	<u>Date</u>	<u>Pages</u>
_____	_____	_____
_____	_____	_____

NOT TO EXCEED FEE PROPOSAL:

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents to be supported with an attached fee/cost break down in the format of divisions and major subdivisions, as applicable, used by the Construction Specifications Institute (CSI).

PRICING AGREEMENT
ITB#2021-10-015

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between Sierra County, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Bids for a Price Agreement for Road Materials, ITB No. _____; and

WHEREAS, the Contractor submitted its bid, dated _____, 2021, in response to ITB No. 2021-10-015; and

WHEREAS, the County desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope

The Contractor shall be required to provide Road Material required on an as needed basis to the County in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guaranty of any quantities implied. (See the attached scope of work and applicable specifications)

2. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with three (3) one-year options not to exceed four- (4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

3. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the County and the Contractor.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the Agreement. The County reserves the right to recover any excess cost incurred by the County to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the County pursuant to the terms of this Agreement and law.

Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any agreement resulting from this Request for Bids may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

6. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the County agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the County to the Contractor upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the County. Invoices shall be submitted on a monthly basis to the Road Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against

the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

11. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signature to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the County shall have at all times, a

current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the County. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the County of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

12. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the County, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the County, its officers, agents and employees.

Receipt by the County of the Contractor's services under this Agreement, review by the County of any Plans, Specifications and documents by the Contractor, and County authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the County or as the giving of instructions or directions by the County. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. Insurance

Until final acceptance by the County of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment

and employees, agents and subcontractors therefrom, and shall name the County as an additional insured.

If part of the Agreement with the County is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the County as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the County as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the County if a policy has been materially changed or canceled. The County shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

**A. 1. Workers Compensation – Statutory
2. Employers Liability - \$1,000,000**

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the County may be terminated effective immediately.

B. Commercial General Liability with ISO CG0001 07/98

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

C. Business Automobile Liability

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001
07/98

2. Pollution Liability (MCS90) for Transportation exposure (if applicable):
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractors: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the County.

14. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

15. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

17. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

22. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

23. Scope of Agreement

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the County is: The official address of the Contractor is:

Sierra County

855 Van Patten

Truth or Consequences, NM 87901

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The County may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the County thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

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

33. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Ownership of Document

The County is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

BID FORM
Sierra County

Sierra County is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material required on an “as needed” basis.

From: _____

Name of Bidder

City, State & Zip

State Taxation & Revenue Department Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

Responding to Invitation for Bid No. ITB#2021-10-015 due not later than 2:00 pm, October 14, 2021, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

BID AS FOLLOWS:

****NOTE, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), *less applicable New Mexico Gross Receipts Tax.***

This bid will be awarded based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Payment terms (OPTIONAL): Bidder offers a _____% discount for payments made within _____ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Provide a list of references, a minimum of three (3) local customers that have purchased similar equipment through your company.

Provide a statement of qualifications, including a description of your experience in the sale of road materials.

PRICING FOR ROAD CONSTRUCTION MATERIALS

SECTION 1 ASPHALT HOT MIX

COST PER TON

ASPHALT HOT MIX AT PLANT (PER TON)	\$
ASPHALT HOT MIX DELIVERED TO SITE (PER TON)	\$
ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)	\$
ANTI-STRIPPING AGENT (PER TON)	\$

SECTION 2 SUPER PAVE MIX

COST PER TON

SUPER PAVE MIX AT PLANT (PER TON)	\$
SUPER PAVE MIX DELIVERED TO SITE (PER TON)	\$
SUPER PAVE MIX DELIVERED AND PLACED (PER TON)	\$
ANTI-STRIPPING AGENT (PER TON)	\$

SECTION 3 ASPHALT COLD MIX

COST PER TON

ASPHALT COLD MIX AT PLANT (PER TON)	\$
ASPHALT COLD MIX DELIVERED TO SITE (PER TON)	\$
ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)	\$
ANTI-STRIPPING AGENT (PER TON)	\$

SECTION 4 BASE COARSE 1"

COST PER TON

BASE COARSE AT PLANT (PER TON)	\$
BASE COARSE DELIVERED TO SITE (PER TON)	\$

SECTION 5 CHIPS

COST PER TON

CHIPS ½" AT PLANT (PER TON)	\$
CHIPS ½" DELIVERED TO SITE (PER TON)	\$
CHIPS 3/8" AT PLANT (PER TON)	\$
CHIPS 3/8" DELIVERED TO SITE (PER TON)	\$

SECTION 6 REDI-MIX

COST PER YARD

2500 PSI DELIVERED (PER YARD)	\$
3000 PSI DELIVERED (PER YARD)	\$
3500 PSI DELIVERED (PER YARD)	\$
4000 PSI DELIVERED (PER YARD)	\$
FIBER (PER YARD)	\$
AER (PER YARD)	\$
RETARDER (PER YARD)	\$

SUPER P (PER YARD)	\$
TEMP CONTROLS (PER YARD)	\$

SECTION 7 FLOWABLE FILL

COST PER YARD

FLOWABLE FILL DELIVERED TO SITE (PER YARD)	\$
---	----

SECTION 8 – CRUSHER FINES

COST PER TON

CRUSHER FINES DELIVERED TO SITE (PER TON)	\$
--	----

SECTION 9 PEA GRAVEL

COST PER TON

PEA GRAVEL AT PLANT (PER TON)	\$
PEA GRAVEL DELIVERED TO SITE (PER TON)	\$

SECTION 10 SCREENED ROCK

COST PER TON

SCREENED ROCK AT PLANT (PER TON)	\$
SCREENED ROCK DELIVERED TO SITE (PER TON)	\$

SECTION 11 PLASTER SAND

COST PER TON

PLASTER SAND AT PLANT (PER TON)	\$
PLASTER SAND DELIVERED TO SITE (PER TON)	\$

SECTION 12 CONCRETE ROCK

COST PER TON

CONCRETE ROCK AT PLANT (PER TON)	\$
CONCRETE ROCK DELIVERED TO SITE (PER TON)	\$

SECTION 13 CONCRETE SAND

COST PER TON

CONCRETE SAND AT PLANT (PER TON)	\$
CONCRETE SAND DELIVERED TO SITE (PER TON)	\$

SECTION 14 FILL DIRT

COST PER TON

FILL DIRT AT PLANT (PER TON)	\$
FILL DIRT DELIVERED TO SITE (PER TON)	\$

SECTION 15 3/16" SCREENED SAND #4 MINUS

COST PER TON

SCREENED SAND AT PLANT (PER TON)	\$
SCREENED SAND DELIVERED TO SITE (PER TON)	\$

SECTION 16 RIP RAP

COST PER TON

RIP RAP AT PLANT (PER TON)	\$
RIP RAP DELIVERED TO SITE (PER TON)	\$

SECTION 17 SCALES

TRUCK SCALES	\$
WEIGHT TICKET	\$

SECTION 18 EQUIPMENT RENTAL

PER HOUR

TRAILER (BELLY) DUMP _____ HR MINIMUM	\$
10-WHEELER _____ HR MINIMUM	\$
CHIP SPREADER _____ HR MINIMUM	\$
ROLLERS _____ HR MINIMUM	\$
SWEEPERS _____ HR MINIMUM	\$

SECTION 19 MISCELLANEOUS CHARGES

FUEL CHARGE	\$
DOUBLE DROP	\$
DUMP TRUCK MINIMUM LOAD	\$
WAIT TIME CHARGE	\$

Pricing listed above shall be firm for the one-year base period. Subsequent option periods shall not exceed escalation shown below:

<u>Option Year 1</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 2</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 3</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 4</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 5</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 6</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 7</u>	_____ % Material Escalation	_____ % Haul Escalation
<u>Option Year 8</u>	_____ % Material Escalation	_____ % Haul Escalation

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the County to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below, with an explanation.

I do _____ meet specifications (check line as appropriate)

I do not meet specifications _____ (check line as appropriate)

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

35. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA

Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: County of Sierra

Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

To the Contractor:

Printed Name:

Address:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:

Contractor Signature: _____ Date: _____
Name and Title

By: _____ Date: _____
Charlene Webb, County Manager

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 14th day of October, 2021.

James Paxon, Chair

Travis Day, Vice- Chair

Hank Hopkins, Commissioner

Attest:

Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin, CPO
Sierra County
Address: 855 Van Patten, Truth or Consequences, NM 87901

APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT FORM
Invitation To Bid

SIERRA COUNTY ITB #2021-10-015

ROAD MATERIALS FOR SIERRA COUNTY

In acknowledgment of receipt of this Invitation To Bid, the undersigned agrees that he/she has received a complete copy of the above referenced ITB including all Appendix and Exhibits.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the County Procurement Officer no later than October 7, 2021.

The firm listed below does/does not (circle one) intend to respond to this Invitation To Bids.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

DATE: _____

This name and address will be used for all correspondence related to the Invitation To Bid.

Please return to:

Jocelyn Holguin, CPO
Sierra County Procurement
855 Van Patten
Truth or Consequences, NM 87901
Phone : (575) 894-6215
Fax : (575) 894-9548
E-mail : jholguin@sierraco.org

APPENDIX C

ACKNOWLEDGMENT OF ADDENDA

THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE ITB #2021-10-015.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this ITB with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this ITB and at the prices stated within the ITB.

The undersigned further states that the company submitting this ITB is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this ITB.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

NEW MEXICO LOCAL PREFERENCE NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE: _____

APPENDIX D

**CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM
SIERRA COUNTY CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE
ORDER/AGREEMENT IS \$20,000 OR GREATER**

CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was

entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the County Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address _____ City/State/zip: _____

APPENDIX E

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 an bid 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“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 Invitation To Bid and ending with the award of the contract or the cancellation of the Invitation To Bid.

“Prospective contractor” means a person or business that is subject to the competitive sealed ITB process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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): ***James Paxon, Travis Day, and Hank Hopkins***

(Completed by State Agency or Local Public Body)

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)

APPENDIX F

**RESIDENT VETERAN LOCAL PREFERENCE
CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies
the following regarding application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE (2) CHECK BOXES LISTED BELOW:

I declare that my organization is **ineligible** to receive New Mexico Resident Veterans
Preference.

I declare that my organization is **eligible** to receive New Mexico Resident Veterans
Preference

Please Indicate: Veteran Preference _____ 10% under \$3 Million.

Resident Preference: _____ 5%

AN ACT

RELATING TO PROCUREMENT; AMENDING THE RESIDENT VETERAN BUSINESS
PREFERENCE; REPEALING LAWS 2012, CHAPTER 56, SECTION 2 AND LAWS 2012,
CHAPTER 56, SECTION 6.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1.
Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to
read: "13-1-21. APPLICATION OF PREFERENCES. --

EFFECTIVE DATE. --The effective date of the provisions of this act is July 1, 2016.

"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 Engineer Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State 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 un-award of the procurement involved if the statements are proven to be incorrect.

APPENDIX G

LOCAL PREFERENCE

Sierra County Preference Certificate

855 Van Patten, T or C, NM 87901 | (575) 894-6215 | Fax (575)9548

DESCRIPTION APPENDIX G

The phrase “Sierra County Business” shall mean a business that has its primary and permanent office or business location or primarily conducts its business within the boundaries of Sierra County for at least one (1) year preceding the submission of an application for a Sierra County procurement preference, and which, if a foreign corporation, has filed a unitary return pursuant to the Corporate Income and Franchise Tax Act and NMSA 1978, Section 7-2A-8.3 at the time of application for a preference certificate. Whereas, local businesses pay local Gross Receipt Taxes, spend their dollars locally, and reinvest in the community. All applicants will be reviewed and by the Procurement Manager.

ELIGIBILITY OF THE SIERRA COUNTY PROCUREMENT PREFERENCE

SIERRA COUNTY BUSINESS

A Sierra County Business shall be eligible to claim the 0.99% preference established only when presenting, prior to or at the time established in the solicitation for receipt of proposals or invitations for bids, a Sierra County Preference Certificate is issued by the Procurement Manager.

Application Fee

\$25.00- Non-Refundable- Does Not Guarantee Acceptance.

EXPERATION OF CERTIFICATE

A Preference Certificate shall be valid for four (4) years from the date of its issue or once the applicant no longer meets the criteria.

DENIAL OF CERTIFICATE; PROTEST; REVOCATION

1. Purchasing Manager shall determine if an applicant is eligible for certification.
2. If application is denied a notice of denial shall be issued.
3. A business whose application for a Preference Certificate is denied may protest the denial to the Procurement Manager in conformity with the protest procedure of the Sierra County Purchasing Policy.
4. Through developing facts, the Procurement Manager will revoke the certificate and notify the applicate, if the information provided is inaccurate or misleading information.

OBTAINING A LOCAL PREFERENCE CERTIFICATE

DATE: _____

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: () -

EMAIL ADDRESS: _____

Please, check appropriate answer:

1. _____YES _____NO is your business registered in the State of New Mexico and in good standing?

2. _____YES _____NO has your business been established within the boundaries of Sierra County for longer than (1) year? (A copy of the business Gross Receipt Tax Return for the year preceding must be attached to application. Income amounts and taxes paid may be redacted).

3. _____YES _____NO Do you have a valid municipal business license? (A copy must be attached to application to be considered).

4. _____YES _____NO Are you a foreign corporation? – If so, copies of the most recent State and Federal Tax returns applicable to the business.

CERTIFICATE

Once all requirements are met and verified, a Certificate from the County of Sierra will be issued to you and business. Thank you for your submission.

**EXHIBIT A (MANDATORY)
LETTER OF TRANSMITTAL FORM**

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section III
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in **Section VIII** of this ITB #2021-10-015.
- I acknowledge receipt of any and all amendments to this ITB.

_____, 2021

EXHIBIT B

ITB QUESTION SUBMITTAL FORM

ITB #2021-10-015

All written questions must be addressed to the Buyer for this ITB. Bidders are to submit written questions using the format below or submitted in similar format sequence. Written responses to the questions received will be distributed by Sierra County Procurement Officer as addenda to this RFP solicitation. Submit questions to jholguin@sierraco.org

Question #	Reference Page/Paragraph/Sec	Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Question Deadline: September 23, 2021 @ 2:00 PM MDT

