



**INVITATION TO BID (ITB)**

**Road Materials – Crushed Caliche  
Roosevelt County Road Department**

**ITB No. 2018-05**  
Released: Feb. 25, 2018

**Proposal Submittal Due Date: March 20, 2018 at 2 p.m.**

## **GENERAL INFORMATION**

On behalf of the Board of Roosevelt County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Roosevelt County hereby invites competitive sealed bids for New Mexico Department of Transportation (NMDOT) Spec Crushed Caliche for the Roosevelt County Road Department.

The Board of Roosevelt County Commissioners reserves the right to reject any and all bids, to accept the bid which in its judgment is most suitable and in the County's best interest, to be the sole interpreter of the intent of any clauses of the specifications and the sole judge as to whether an offer complies with specifications. Sealed bids will be accepted until the date specified. Opening will take place at the Roosevelt County Courthouse Administrative Office located at 109 W. First St. Portales New Mexico

### **IMPORTANT:**

**BIDS ARE DUE and must be received by the Roosevelt County Finance Department no later than, Tuesday, March 20, 2018 at 2:00 P.M. Mountain Time**

**Mail or hand-deliver bids to the following address:**

**Roosevelt County Administration**

**Attn: Procurement Officer**

**109 W. First St.**

**Portales, NM 88130**

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

**NO BIDS WILL BE ACCEPTED BY FAX OR EMAIL.**

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

**“Bid No. 2018-05 – Do Not Open”**

**“Road Materials – Crushed Caliche”**

**“SEALED BID” along with the BIDDER’S NAME AND ADDRESS must appear clearly on the outside sealed envelope or package of all bids.**

## SPECIFICATIONS

The supplier shall agree that all Crushed Caliche it supplied shall meet the specifications of the Road Superintendent and the "New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, and all special provisions, unless otherwise noted." It is the responsibility of the Supplier to furnish test results on the materials sold to the County. Requirements shall be one (1) sieve analysis for each mile procured. Materials not meeting the specifications will not be accepted. If materials are marginal in meeting the specifications, the requirement shall be one (1) sieve analysis for each mile procured.

### Caliche Gradation Band

Sieve Size	% Passing
1.0 inch	100
3/4 inch	80-100
No. 4	30-60
No. 10	20-45
No. 200	3.0-10.0

Roosevelt County reserves the right to test a sample of lowest bids materials prior to bid award. The product must be available within twenty-four (24) hours of the order. The supplier must load the material. It is the responsibility of the supplier to weigh the material on a certified scale and furnish copies of the weigh ticket for each load. Materials will be picked up by Roosevelt County's contracted hauler. The materials will be paid for by the ton.

## GENERAL CONDITIONS

- Bid Forms:** Bids shall be submitted only on the bid forms provided by the County. All pages included in this Invitation to Bid that are marked **Bid Form 1, 2, and 3 must be completed and returned as part of the bid document**. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.
- Bids Binding Sixty (60) Days:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
- Payment Terms:** Payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Roosevelt County Finance Department at 109 W. First St., Portales, NM 88130. Contractor must have submitted a completed W9 and Campaign Contribution form on file with the County
- Clarifications:** If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the County Manager or designee prior to the bid opening. "Clarifications" and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the County Manager or designee. Questions answered by any other person or County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the County Manager.

**5. Restrictive Specifications:** It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.

**6. In-State Preference (Bid Form 2):** Credit will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico. **To qualify for the preference, the bidder must complete and fill in the New Mexico Bidder's Preference Number, and submit a copy of the certificate with the bid.** If you have a question regarding a Resident Business (or Resident Veteran Business, Bid Form 3) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004).

**7. Variations:** Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. ***This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.***

**8. Equivalency:** The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.

**9. Non-collusion:** Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

**10. Non-discrimination:** Bidders, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a bid, bidder agrees to comply with this paragraph.

**11. Procurement Code:** The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1- 199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

**12. Right to Reject:** Roosevelt County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

13. **Indemnification:** The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

14. **Refusal to Perform:** If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Roosevelt County.

15. **Venue for Dispute:** This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Roosevelt County, State of New Mexico, and each party shall pay its own costs and attorney fees.

16. **Warranty:** The bidder warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified herein by the County.

17. **Compliance:** Successful bidder must, in performance of work on this project, agree to fully comply with all applicable federal, state and local laws, rules and regulations.

18. **Addenda:** It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packets were not obtained as directed.

## **BIDS**

To be considered, each firm must submit a **complete** response to this bid. No other distribution of proposals is to be made by the submitter. An official authorized to bind the submitter to its provisions must sign the proposal in ink. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least 45 days from the due date for proposals to this ITB.

As permitted by 13-1-115 NMSA 1978; offerors submitting proposals may be afforded an opportunity for discussion and revisions of proposals and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offerors; and negotiations may be conducted with responsible offers who submit proposals found to be reasonably likely to be selected for award.

## **BID DUE**

Bids must be received at the Roosevelt County Courthouse, Administrative Offices located on the 3<sup>rd</sup> Floor, 109 West First Street in Portales, New Mexico by **Tuesday, March 20, 2018 at 2:00 P.M. Mountain Time**. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

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

**“Bid No. 2018-05 – Do Not Open”**

**“Road Materials – Crushed Caliche”**

**“SEALED BID” along with the BIDDER’S NAME AND ADDRESS must appear clearly on the outside sealed envelope or package of all bids.**

## **BID OPENING**

Competitive sealed bids will be publically opened **Tuesday, March 20, 2018 at 2:00 P.M. Mountain Time** at the Roosevelt County Administration office, 109 West First Street in Portales, New Mexico.

## **AWARD**

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. The award will be made by the Roosevelt County Commission at their regularly scheduled meeting. A potential vendor or the Supplier agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

The awardee hereby offers to furnish and deliver the products as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the Invitation to Bid, all of which are made a part of this offer. This offer must be good for at least forty-five (45) days subsequent to the bid opening date.

## **RECEIPT OF ITB**

The Procurement Officer or his designee is the sole authority to provide the Invitation for Bid to interested companies or individuals. Bidders, who are working from an ITB obtained from any other source, may be working from an incomplete set of documents. The County assumes no responsibility for a bidder’s errors, omissions, or misinterpretations resulting from a bidder’s use of an incomplete ITB.

## **CONTRACT ADMINISTRATOR**

Following the negotiating and signing of the contract, all communications concerning the contract must be directed to: Amber Hamilton, County Manager, 109 West First Street, Portales, NM 88130.

## **ACCEPTANCE OF BID CONTENT**

The contents of this ITB and the bid will become contractual obligations, if a contract ensues. Failure of the selected consultant to accept these obligations may result in cancellation of the award.

## **BID CONTENTS**

All bids and other material submitted become the property of the County and may be returned only at the County's option.

## **QUESTIONS**

Questions regarding the specifications stated within the bid should be directed to Ricky Lovato, Road Superintendent at [rcrd@rooseveltcountry.com](mailto:rcrd@rooseveltcountry.com). Questions regarding the bidding process should be directed to Toni Williamson, CPO at [finance@rooseveltcountry.com](mailto:finance@rooseveltcountry.com). We strongly suggested that you email all your questions; all questions will be answered by email.

## **INSURANCE**

The vendor shall furnish Roosevelt County with protective liability insurance naming the County of Roosevelt as an additional insured in the following amounts, at a minimum:

- 1) For claims made by Roosevelt County against the vendor for damage to the County's property or for bodily injury or death to County employees, a minimum amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 2) For claims against Roosevelt County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under New Mexico's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 3) Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the New Mexico Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Roosevelt and/or the New Mexico Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

It shall be a condition of all bids submitted that the contractors will fully and completely comply with all applicable Federal, State and Municipal laws and County regulations, resolutions, laws and orders.

## **NEW MEXICO BIDDER'S PREFERENCE NUMBER**

Credit will be given for vendors with a New Mexico Preference Number according to the provisions of Section 13-1-12, NMSA, as amended. Such number must be written on the Quotation Sheet in the space provided in order to receive the preference.

## **CONTRACT**

Payment will be made **after receipt of an invoice and approval from Roosevelt County Road Department that the product has been picked up as required in these specifications.** The vendor will not be an employee or agent of the county. The vendor will be responsible for their own payroll, gross receipts and all other taxes.

As required by 13-1-191 NMSA 1978, reference is made to 30-24-1 and 30-24-2, NMSA 1978 prohibiting bribery of public officers and employees; and to 30-41-3, NMSA 1978, prohibiting the solicitation or receiving of kickbacks.

## **CONTRACT TERM**

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award April 1, 2018. This Contract can be renewed on an annual basis, for up to seven (7) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals. **This procurement may result in contracting with more than one supplier, depending upon material location and the County's need.**

## **PERFORMANCE BOND**

The vendor shall supply to the County a performance bond in the amount of one hundred percent (100%) of the estimated contract value. Such performance bond must be delivered to the Roosevelt County Administration Office within ten (10) working days from the date of award. Failure to supply evidence of obtaining the performance bonds shall render all agreements between Roosevelt County and the vendor null and void.

## **PAYMENTS**

The vendor must submit a detailed invoice to the Roosevelt County Finance Department for payment. The invoice shall include the following: total tons, location of project, PO number and contracted price. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

## **VARIATIONS**

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid proposal. Bidders shall use the attached Quotation Sheet to submit their bid.



**COUNTY RESERVATIONS**

Roosevelt County reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. In addition, Roosevelt County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

**BID FORM 1  
QUOTATION SHEET**

Price per ton for NMDOT Spec. Crunched Caliche:

\_\_\_\_\_

**READ CAREFULLY:**

**The undersigned hereby offers to furnish Crushed Caliche, as specified above, at the prices and terms there stated; and, in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is good for a minimum of forty five (45) days after the bid opening.**

**BIDDER'S CERTIFICATION**

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

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Name of Firm Submitting Bid

**BID FORM 2**  
**BIDDER CONTACT SHEET**

**Company Submitting Bid:** \_\_\_\_\_

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

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

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

**New Mexico Bidders Preference Number:** \_\_\_\_\_

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

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

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

## **BID FORM 3**

### **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

#### DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## BID FORM 4

### Resident Veterans Preference Certification

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

**Please check one line only**

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

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

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

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

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

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

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

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

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

**\*Must be an authorized signatory for the Business.**

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