



INVITATION TO BID (ITB)

**Hauling and Delivery of Road Materials
Roosevelt County Road Department**

ITB# 2024-02
Released: Aug. 31, 2023

Proposal Submittal Due Date: Sept. 26, 2023 at 2 p.m.

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 the hauling and delivery of caliche and other road building materials 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 Purchasing Department no later than, Tuesday, Sept. 26, 2023 at 2:00 P.M. Mountain Time

**Mail bids to the following address:
Roosevelt County Administration
Attn: Procurement Officer
109 W. First St.
Portales, NM 88130**

NO BIDS WILL BE ACCEPTED BY FAX OR EMAIL.

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

"Bid No. 2024-02 – Do Not Open"

"Hauling and Delivery of Road Materials – Roosevelt County Road Department"

"SEALED BID" along with the BIDDER'S NAME AND ADDRESS must appear clearly on the outside sealed envelope or package of all bids.

GENERAL CONDITIONS:

1. **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, 3 and 4 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.

2. **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.

3. **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

4. **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):** 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) 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 was not obtained as directed.

SPECIFIC CONDITIONS

Bids must be received at the Roosevelt County Courthouse Administrative Office, 109 West First Street in Portales, New Mexico by **Tuesday, Sept. 26, 2023 at 2:00 P.M. Mountain Time**. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

BID OPENING

Competitive sealed bids will be accepted until **Tuesday, Sept. 26, 2023 at 2:00 P.M. Mountain Time** at the Roosevelt County Administration office, 109 West First Street in Portales, New Mexico. At that time and place, the bids will be publicly opened. **Bids must be submitted in a sealed envelope that is clearly marked.**

“Bid No. 2024-02 – Do Not Open”

“Hauling and Delivery of Road Materials – Roosevelt County Road Department”

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

RESERVATIONS

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.

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. 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 sixty (60) days subsequent to the bid opening date.

SPECIFICATIONS

The Roosevelt County Road Department is responsible for maintaining approximately 1,210 miles of roads. The County wishes to enter into a contract with a bidder who can pick up and distribute caliche and other road building materials on whatever County road the Road Department is working on:

- 1) Provide a minimum of five (5) semi-trucks with belly dump trailers having at least a twenty-six (26) cubic yard capacity. Also a minimum of four (4) bobtail trucks to haul base course and chip seal aggregate.
- 2) All trucks furnished must be properly licensed and meet all Federal and State requirements as they may pertain to the work requested.
- 3) All operators/drivers of the trucks must be duly and properly licensed to operate said vehicles in the State of New Mexico.
- 4) All trucks furnished must have operating odometers properly calibrated to tenth of a mile.
- 5) The mileage for each project shall be determined by arriving at an average haul distance for the entire project. For example, if the shortest distance between the material source and the project is four (4) miles and the longest distance between the material source and the project is eight (8) miles, then each load will be paid based on a hauling distance of six (6) miles, regardless from where the load is being hauled.
- 6) Each bidder shall indicate the charge to haul chip seal aggregate with a per hour rate for bobtail trucks having an eight (8) to fourteen (14) yard capacity.
- 7) Roosevelt County shall only pay for trucks that are actually used for the delivery/disbursement of caliche and other road building materials, whether they are made available or not.
- 8) Each bidder shall be considered an independent contractor and not an employee of the Roosevelt County Road Department. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Road Superintendent.
- 9) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of New Mexico. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.
- 10) The Bidder shall agree that Roosevelt County will have the right to inspect any piece of equipment, at the time of use. In the event that equipment to be used is found to be in unsatisfactory condition, the County shall have the privilege of either permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

QUESTIONS

Questions regarding the specifications stated within the bid or regarding the bidding process should be directed to Liliana Rivera at lriviera@rooseveltcountry.com. All questions must be submitted by email and 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.

FUEL SURCHARGE

Roosevelt County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$5.01 a gallon; everything over \$5.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

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.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. A potential vendor or the Contractor 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.

CONTRACT TERM

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award Oct. 3, 2023. This Contract can be renewed on an annual basis, for up to three (3) 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 will result in a single source award.

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 Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load accompanied with stamped weight stamped tickets, number of loads and the price of fuel. 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.

QUOTATION SHEET

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

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.

**WE LOOK FORWARD TO YOUR BID SUBMISSION.
IF THERE IS ANY PROBLEM REGARDING THE BID SPECIFICATIONS OR
CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID,
CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION
OR CONSIDERATION OF AN ADDENDUM.**

Bids may be mailed to: Roosevelt County Administration
109 W. First St.
Portales, NM 88130
ATTN: Procurement Officer

Or hand/courier-delivered to: Roosevelt County Administration
109 W. First St.
Portales, NM 88130
ATTN: Procurement Officer

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.

BID FORM 1
QUOTATION SHEET

Cost per ton per mile for hauling of caliche and other materials:

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Caliche	Pit Run Caliche	Sand
0-3 miles	\$ _____	\$ _____	\$ _____	\$ _____
3.5-6 miles	\$ _____	\$ _____	\$ _____	\$ _____
6.5-9 miles	\$ _____	\$ _____	\$ _____	\$ _____
9.5-12 miles	\$ _____	\$ _____	\$ _____	\$ _____
12.5-15 miles	\$ _____	\$ _____	\$ _____	\$ _____
15.5-18 miles	\$ _____	\$ _____	\$ _____	\$ _____
18.5-21 miles	\$ _____	\$ _____	\$ _____	\$ _____
21.5 and over	\$ _____	\$ _____	\$ _____	\$ _____

Hauled by Chipseal Aggregate
 Bobtail:
 \$ _____ per hour

Note: The vendor will make available at least five (5) belly dump trucks and four (4) bobtail trucks to the County.

BID FORM 2

Company Submitting Bid: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

New Mexico Bidder's Preference Number: _____

Company Contact/Designee: _____

Title: _____

Signature: _____ **Date:** _____

BID FORM 3

REGIONAL AVERAGE

SURCHARGE RATE

REGIONAL AVERAGE	SURCHARGE RATE

BID FORM 4

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)

**CONTRACT FOR HAULING ROAD MATERIALS
FOR ROOSEVELT COUNTY ROAD DEPARTMENT**

THIS AGREEMENT is made and entered into by and between ROOSEVELT COUNTY (hereinafter, "County") and _____. (hereinafter, "CONTRACTOR"), on this the 3rd day of October, 2023.

WHEREAS, County issued its invitation to bid in 2023 for the hauling of road materials pursuant to the provisions of the New Mexico Procurement Code;

AND WHEREAS, County is authorized to enter into this agreement for three additional years as provided in the original request for proposal and upon mutual consent of the parties to the contract.

AND WHEREAS, "CONTRACTOR" shall be entitled to an increase/decrease in diesel fuel prices pursuant to the fuel surcharge sheet which is attached hereto as Exhibit "A".

AND WHEREAS, both County and "CONTRACTOR" have agreed to the prices as set forth in the "Hauling of Road Materials" Quotation Sheet attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration consisting of the mutual promises and agreements contained herein, the payment of one-dollar (\$1.00), the parties contract and agree as follows:

1. The term of this agreement shall be one year from the date first written above.

This contract may be renewed annually upon written consent of the parties, but in no event may this contract be extended beyond three (3) additional years from this current contract. 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. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. This procurement will result in a single source award.

2. "CONTRACTOR" has agreed to haul Chipseal Aggregate, Crushed Caliche, Pit Run Caliche, and Sand per the attached Quotation Sheet signed and dated _____ by _____.

3. The parties have agreed in regard to any hauls in excess of 21.5 miles, the price paid by the County will be _____ cents per ton per mile.

4. Bobtail trucks for hauling will be \$ _____ per hour.

5. "CONTRACTOR" agrees that it shall provide trucks at the discretion of the County Road Superintendent. The County reserves the exclusive right to utilize its own equipment and drivers at the discretion of the Road Superintendent throughout the duration of the contract.

6. Pursuant to §13-1-171 the parties agree that "CONTRACTOR" maybe entitled to price escalations or revisions of the stated contract prices by making a written request for such revisions with reference to Contract by name.

7. The parties have agreed to implement a fuel surcharge schedule as reflected on Exhibit "A". Any revision of the contract price shall compensate "CONTRACTOR" for actual cost increases of fuel as set forth on the fuel surcharge sheet.

8. Proposed new prices must be stated with a firm date of expiration.

9. "CONTRACTOR", at all times material to this agreement shall be constructed to be an independent contractor and not an employee of Roosevelt County Road Department. "CONTRACTOR" shall however follow directions as to the time and place of performance of this agreement, and shall further comply with such rules and regulations as may be required of the County. "CONTRACTOR" will ensure that operators of its trucks will secure and have in their possession at all times, when operating any equipment for the County, proper motor vehicle

operator licenses as required by the laws of the State of New Mexico. All trucks shall be in good conditions and shall be operated and maintained according to Department Transportation specifications.

10. “CONTRACTOR” agrees that County shall have the right to inspect any piece of equipment at the time of use. In the event that any truck or other equipment to be used is found to be an unsatisfactory condition, the County shall have the privilege of either permitting the contractor sufficient time for placing said equipment in satisfactory conditions, or cancelling the agreement at any time as to any piece of equipment covered thereby.

11. “CONTRACTOR” shall furnish County with insurance naming the County of Roosevelt as the named insured in the following minimum amounts. For claims against Roosevelt County by third parties in the amount of \$100,000.00 for damage or destruction of property arising out of each occurrence for all damage other than property damage as permitted under New Mexico’s Tort Claims Act, and the amount of claims arising out of each occurrence; and, liability insurance of not less than \$300,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage. “CONTRACTOR” will be required to furnish evidence that the drivers employed by the “CONTRACTOR” to operate equipment included in the Contract will be covered by insurance as required in the New Mexico Worker’s Compensation Act. “CONTRACTOR” 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. The “CONTRACTOR” is an owner-operator, the County of Roosevelt and/or the State Highway Department assumed no responsibility (financial or otherwise) for any injuries sustained by the owner-operator or his/her employees during the performance of the Contract.

12. "CONTRACTOR" may be required to supply to the County a performance bond in the amount of one hundred percent (100%) of \$100,000.00, the estimated contract value. Such performance bond must be delivered to the Roosevelt County Administration Office within five (5) working days from the date of request. Failure to supply evidence of obtaining the performance bonds shall render all agreements between Roosevelt County and the successful bidder null and void.

13. "CONTRACTOR" agrees to submit statements to Roosevelt County Finance Department for payment. The County issues Accounts Payable Checks weekly.

14. "CONTRACTOR" will provide payroll records to the New Mexico Department of Labor in compliance with the State Labor Laws.

15. In the event "CONTRACTOR" fails or refuses to perform under this agreement, County may seek any remedy allowed in law or equity to compel performance of the agreement or to recover damages for the breach of this agreement. In the event County files suit to enforce any portion of this agreement in a Court of law, County shall be entitled to recover its reasonable attorney's fees.

DATED THIS 3rd DAY OF October, 2023.

CONTRACTOR

COUNTY OF ROOSEVELT

Amber Hamilton, County Manager