COUNTY OF LINCOLN
Carrizozo, NM 88301

Invitation to Bid 14-15-010

"Resurface Old Fort Stanton Road"

Due: June 9, 2015
2:00 p.m. Local Time

COUNTY OF LINCOLN
Carrizozo, NM 88301

Invitation to Bid 14-15-010

Resurface Old Fort Stanton Road

Due: June 9, 2015, 2:00 p.m.

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LEGAL NOTICE

INVITATION TO BID 14-15-010

Resurface Old Fort Stanton Road

DUE: June 9, 2015

NOTICE is hereby given that competitive sealed bids will be received by the County of Lincoln, to Resurface Old Fort Stanton Road. Complete specifications are contained in the bid package that is available at the office of the County Purchasing Agent, 300 Central Ave., Carrizozo, NM 88301 and by calling Orlando Samora at (575) 648-2385 ext. 105., or go to lincolncountynm.gov, find Purchasing under County Offices to download Bids and RFP's

All bids submitted must be clearly marked on the outside of the sealed envelope with the Bid Title, Bid Number, Date and Time of Opening. If the bid is sent by mail, the sealed envelope shall have the notation "Sealed Bid" along with the Bid Number. Bid should be sent or hand-delivered to County of Lincoln, PO Box 711 (300 Central Ave.), Carrizozo, NM 88301 by 2:00 PM Local Time, Tuesday, June 9, 2015. Bids received after that date and time will be returned unopened. Faxed bids cannot be accepted.

The Lincoln County Board of Commissioners will review the bids and make their final determination during the Regular Commission Meeting on June 16, 2015 at the Lincoln County Commissioner's Chambers.

Lincoln County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of Lincoln County.

Orlando Samora
Purchasing Agent

Published in the *Lincoln County News* on Thursday, May 21, 2015.

COUNTY OF LINCOLN
Carrizozo, NM

Invitation to Submit Bids
14-15-010

"Resurface Old Fort Stanton Road"

Due: June 9, 2015 at 2:00 p.m. Local Time

SPECIFICATIONS

A. SCOPE OF WORK

Furnish all labor, materials, warranties, quality control, traffic control and patching to resurface Old Ft. Stanton Road with Type I—Plant Mix Bituminous Plant Overlay in accordance with the specifications below and the New Mexico State Highway Department's Booklet *Standard Specifications for Road and Bridge Construction*, 2000 Edition, Sections 401-Plant Mix Bituminous Pavement and 407-Tack Coat.

B. ACCURATE ROAD MEASUREMENT AND MATERIAL COMPUTATION

It is the Bidder's responsibility to visit the sites, accurately measure the roads to be resurfaced and compute the quantity of material needed. Measurements given below are approximations. The County will not pay for additional materials based on Bidder's inaccurate distance and material computations.

C. Old Ft. Stanton Road (See map Attachment 1)

1. Total length is 1.25 miles or 6600 linear feet or approximately 16,134 sq. yds.
2. Total width is 22 feet.
3. Construction consists of furnishing and placing 1 1/2" PMBP Overlay with an asphalt tack coat.
4. Tack and Patch needed areas on Old Ft. Stanton Road.
5. This project shall be constructed in accordance with the New Mexico State Highway and Transportation Department's *2000 Standard Specifications for High and Bridge Construction*, Section 401 & 407.

D. TRAFFIC CONTROL

Proper traffic control shall be furnished by the Contractor to insure the public's safety.

E. START AND COMPLETION DATES

Work shall commence by June 22, 2015. Contractor shall notify Carl Palmer, Lincoln County Road Superintendent at (575) 354-2922 to confirm project start time.

Project must be completed no later than July 22, 2015, weather permitting. The Road Superintendent must approve weather-related nonwork days. Penalties of $500 per day will be assessed beyond the deadline.

F. FINAL APPROVAL

All work requires acceptance and final approval by the Road Superintendent.

G. WARRANTY

All work performed and materials furnished shall come with a two-year written warranty.

H. WAGE RATES

Work on the project will be performed under New Mexico Department of Labor Wage Rate Decision LI-15-0649 A. Current Wage Rates are enclosed.

I. BID SHEET

Only one Bidder will be awarded the total project based on the lowest cost shown in the **TOTAL PRICE** column.

J. NEW MEXICO CONTRACTOR'S LICENSE

You must hold a current New Mexico Contractor's License to bid on this work. Your Contractor's License number must be provided on the Bid Sheet.

K. BONDING AND WORKERS' COMPENSATION

1. Bid Bond

A Bid Bond in the amount of at least 5% of the Total Price for the project must accompany the bid.

2. Performance and Payment Bonds

Performance and Payment Bonds in the full amount of the award, including applicable taxes, will be due before the Notice to Proceed is issued and before the commencement of work.

3. Workers' Compensation and General Liability Insurance

Successful Bidder must furnish proof of Workers' Compensation Insurance and General Liability Insurance (refer to *General Instructions, Terms and Conditions* enclosed) before Notice to Proceed can be issued and work begun.

L. An in-state resident business/contractor or veterans' preference 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 list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or 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 add an additional 5% or more to the final score and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

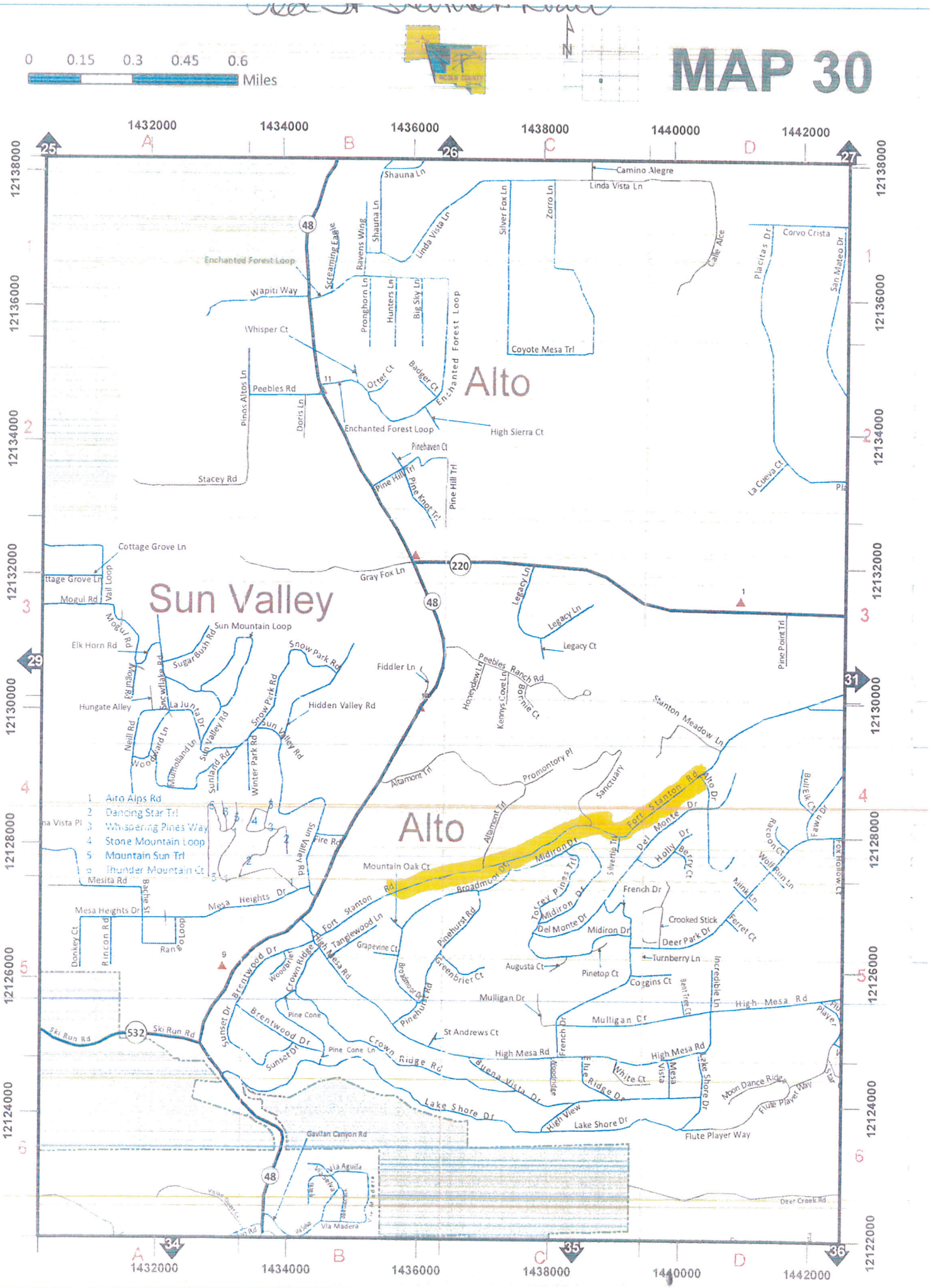
M. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Effective May 17, 2006 Chapter 81, Laws of 2006 requires and prospective contractor seeking to enter into a contract with any state agency or local public body to file a "Campaign Contribution Disclosure Form" with that state agency or local public body. **THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTARACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

N. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

Lincoln County *General Instructions, Terms and Conditions* are included in this bid and are applicable to it and the resulting award.

MAP 30



0 0.15 0.3 0.45 0.6 Miles
N
Alto
Sun Valley
Alto
1 Alto Alps Rd
2 Dancing Star Trl
3 Whispering Pines Way
4 Stone Mountain Loop
5 Mountain Sun Trl
6 Thunder Mountain Ct
Camino Alegre
Linda Vista Ln
Shauna Ln
Silver Fox Ln
Zorro Ln
Calle Alce
Corvo Crista
Placitas Dr
San Mateo Dr
Enchanted Forest Loop
Wapiti Way
Whisper Ct
Pronghorn Ln
Hunters Ln
Big Sky Ln
Coyote Mesa Trl
Otter Ct
Badger Ct
Peebles Rd
Pinos Altos Ln
Doris Ln
High Sierra Ct
Pinehaven Ct
Pine Hill Trl
Pine Knot Trl
Stacey Rd
La Cueva Ct
Cottage Grove Ln
Gray Fox Ln
Legacy Ln
Legacy Ct
Mogul Rd
Vail Loop
Sun Mountain Loop
Elk Horn Rd
Sugar Bush Rd
Snow Park Rd
Fiddler Ln
Peebles Ranch Rd
Honeydew Ln
Kennys Cove Ln
Bonnie Ct
Pine Point Trl
Hungate Alley
La Junta Dr
Hidden Valley Rd
Neill Rd
Woodward Ln
Mulholland Ln
Sun Valley Rd
Sunland Rd
Winter Park Rd
Stanton Meadow Ln
Altamont Trl
Promontory Pl
Sanctuary
Fort Stanton Rd
Alto Dr
Del Monte Dr
Holly Dr
Berry Ct
Bull Elk Ct
Fawn Dr
Racoon Ct
Wolf Run Ln
Fox Hollow Ct
Mountain Oak Ct
Midiron Dr
Broadmoor Dr
Silvertip Trl
Torrey Pines Trl
French Dr
Mesita Rd
Bache St
Mesa Heights Dr
Donkey Ct
Rincon Rd
Rango Loop
Tanglewood Ln
Grapevine Ct
Pinehurst Rd
Greenbrier Ct
Crooked Stick
Deer Park Dr
Ferret Ct
Mink Ln
Turnberry Ln
Augusta Ct
Pinetop Ct
Coggins Ct
Incredible Ln
Brentwood Dr
Woodbrier
Crown Ridge
High Mesa Rd
Sunset Dr
Pine Cone
Pine Cone Ln
Mulligan Dr
St Andrews Ct
Crown Ridge Rd
Buena Vista Dr
Woodridge
Elue Ridge Dr
White Ct
Mesa Vista
Lake Shore Dr
Moon Dance Ridge
Flute Player Way
High View
Ski Run Rd
Gavilan Canyon Rd
Via Aguila
Via Madera
Deer Creek Rd
1432000
1434000
1436000
1438000
1440000
1442000
12138000
12136000
12134000
12132000
12130000
12128000
12126000
12124000
12122000

COUNTY OF LINCOLN

P.O. Box 711
300 Central Ave
Carrizozo, NM 88301

575-648-2385 phone
575-648-2381 fax

BID SHEET

TITLE	BID NO.	OPENING DATE/TIME	AWARD DATE	DATE MAILED
Resurface Old Fort Stanton Road	**14-15-010**	**June 9, 2015 2:00 p.m.**	**June 16, 2015**	**May 22, 2015**

ITEM	DESCRIPTION **Only one Bidder will be awarded the total project based on the lowest cost shown in the Total Price column.**	BID PRICE
1.	**Resurface Old Fort Stanton Road** **Total Price**	$ _____
2.	**New Mexico Contractor's License No._____**	
3.	**New Mexico Residence Preference No._____**	
4.	**Eligible to Receive NM Resident Veterans Preference** **Yes_____ No_____**	
4.	All general contractors bidding more than $60,000 on a public works contract **MUST** be Registered with the Labor & Industrial Division. Supply your **DOL registration number**_____	
5.	**Have you included a Bid Bond of at least 5% of the total of Item 1?**	

Lincoln County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of Lincoln County.

To the County of Lincoln Purchasing Department: In compliance with the Bid Specifications, the undersigned offers and agrees to furnish any and all items upon which prices are offered at the price set opposite each item to the County within the time specified

Bidder's Signature and Information

Company Name and Address

_____

_____

_____

Typed or Printed Name of

_____
(Authorized Person & Title)

_____
(Signature)

Phone No. _____ NM CRS No. _____

Fax No. _____ Federal ID No. _____

Prompt Payment Terms _____ NM Residence Preference No. _____

NOTE: FACSIMILE BIDS WILL NOT BE ACCEPTED.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING CONSTRUCTION

Effective January 1, 2015

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

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 ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

___ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

___ 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.

"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.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:_____
(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)

COUNTY OF LINCOLN
INVITATION FOR BIDS

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

IMPORTANT:
READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. APPLICABILITY. Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.

2. DEFINITIONS. As used in this bid, the definitions of the Public Purchases Ordinance apply, including the following:

   A. "Bid" means all documents, including those attached or incorporated by reference, issued by the County Manager's Office for soliciting offers to provide goods, services or construction.

   B. "Contract" means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.

   C. "Contractor" means an offeror who has been awarded a contract.

   D. "County" means the County of Lincoln, New Mexico.

E. "Purchase Order" means a document issued by the County Manager's Office directing the Contractor to deliver goods, services or construction.

NOTE: F AND G MAY NEED TO BE MODIFIED.

F. "Purchasing Office" means the Office of the Manager of the County.

G. "Purchasing Officer" means the County Manager or his designee.

H. "Bidder" means a business that submits a response to a competitive solicitation.

I. "Responsible Bidder" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.

J. "Responsive Bid" means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions and all other requirements established in a competitive solicitation.

K. "Successful Bidder" means the lowest responsible bidder to whom Lincoln County, on the basis of the County's evaluation, makes an award. A successful bidder does not become a contractor until a purchase order is signed by the County.

3. PREPARATION OF BID:

A. Submission: All bids must be submitted on the Invitation for Bids form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

B. Preparation Method: All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Proposals must be made out and signed in the corporate or other name of bidder and must be fully and properly executed by an authorized person.

C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.

D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated in the Specifications. Time, if stated in number of days, will be consecutive calendar days.

E. Payment Terms: The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.

F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Invitation for Bids form), freight prepaid, unless otherwise specified in this Bid.

G. Taxes: Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in that manner. The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.

H. New Material, etc.: All materials, supplies, equipment and vehicles specified in this bid shall be new, the latest in production and

manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.

I. Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship and materials.

The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

J. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed. The similarity to any brand name is for the purpose of describing a standard quality, performance and characteristics desired and is not intended to limit or restrict competition, as required in NMSA 1978, 13-1-167 and 168. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. The bidder must provide proof that the merchandise bid is equal to or better than the specifications. Failure to provide the appropriate information may result in disqualification of the bid.

K. Intent of Specifications: It is the intent of the specifications to describe the minimum requirements for a specific item of equipment.. All parts

not specifically mentioned which are required for a complete unit, shall conform in design strength, quality of material and workmanship to the highest standards of engineering practice. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such items of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

L. Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.

M. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services or construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontract of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

N. Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims, suits or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

O. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of

the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid, regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 NMSA 1978).

P. Material Safety Data Sheets("MSDS"): To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.

4. ETHICAL CONDUCT: By submitting its bid in response to this invitation, the bidder certifies that:

A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;

B. It has not retained a person or solicited or secured a County Contract for a contingent fee;

C. It has not taken any action in restraint of free competitive bidding in connection with this bid;

D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinances; and

E. It currently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with its performance of any contract resulting from this bid.

5. REQUESTS FOR EXPLANATIONS BY BIDDERS:

A. Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the County Manager's Office not less than five (5) working days before the bid opening date.

B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the County Manager or his designee.

6. ADDENDA:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initialed ONLY through the County Manager's Office in the form of a written addendum.

Any addenda shall become a part of this bid and should be acknowledged either by being signed and returned with the bid or through letter or telegram that arrives prior to the opening of the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the County Manager's Office to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

7. CLARIFICATION OF BIDS:

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

8. SUBMISSION OF BID:

A. The Lincoln County Board of Commissioners reserves the right to reject any or all bids received, to waive any informality in bids, and in the case of ambiguity or lack of clearness, the right to determine the best bid or to reject the same and to waive irregularities and technicalities, and/or to accept any item on the bid.

B. Time:

(1) Bids for purchases, services and construction will be advertised for opening at 2:00 p.m., unless otherwise stated.
(2) Bids not received by the time and date indicated on the Invitation for Bids will not be accepted for consideration and will be returned unopened.
(3) Time of proposed delivery by the bidder must be stated in definite terms. If time varies for different items, the bidder should so state.

C. Hand-Carried: Bids may be hand-carried to the County Manager's Office at 300 Central Avenue, Carrizozo, New Mexico 88301.

D. Mailed: Bids may be mailed to the attention of the County Manager's Office, County of Lincoln, P.O. Box 711, Carrizozo, New Mexico 88301-0711. Bids which are mailed or otherwise delivered prior to the point of opening must contain the name of the project as is detailed in the Invitation to Bid. This information shall be included on ALL EXTERIOR PACKAGING. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.

E. Receipts: Receipts for hand-delivered bids shall be issued by the Office of the County Manager (upon request) for bids which are hand-carried.

F. Envelope Preparation:

(1) The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside:

a. Name of Bidder;
b. Bid number assigned by the County to the Invitation for Bids; and
c. Opening date as identified on the bid or subsequent addenda.

(2) Bids received that do not state "**SEALED BID**" and show the bid number on the outside of the sealed envelope or package may be opened prior to bid opening, as the County cannot know it is a sealed bid unless it is marked properly. Therefore, the words, "**SEALED BID**" along with the **BID NUMBER** must appear clearly on the sealed envelope or package of all bids.

G. No Other Methods of Bid Delivery: Neither telephone, telegraphic, or facsimile bid shall be accepted.

9. EQUAL OPPORTUNITY IN EMPLOYMENT:

Lincoln County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with the American With Disabilities Act requirements.

10. OSHA REQUIREMENTS:

A. In employment: Lincoln County shall contract with companies or firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

B. For Equipment: The equipment to be supplied to the County of Lincoln must comply with all requirements and standards as specified by the Federal Government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting OSHA specifications will be refused. Supplier may be required at his expense to provide training to county employees in the operation of this item, and its maintenance at the convenience of the County of Lincoln.

11. OTHER REQUIREMENTS:

Bidders and/or vendors doing business with the County of Lincoln must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act. Rev., 1979.

12. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The County reserves the right to request proof of authorization to withdraw a bid.

13. OPENING OF BIDS:

A. Time and Place: Bids will be opened by the Purchasing Department at the time and place identified in this Bid. Openings are open to the public. Bidders are encouraged to attend.

B. Bidders or their representatives may be present at the bid opening.

14. DISQUALIFICATION OF BID:

The County reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

A. In the past, the bidder has failed to comply with previous contractual commitments or bids to the County.

B. In the opinion of the County, the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.

C. The bidder has not provided sufficient or detailed information which allows for the evaluation of the bid.

D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.

F. The bidder did not, at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.

G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.

H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the bid incomplete, indefinite or ambiguous in meaning.

I. Bid was not submitted in ink or typewritten or there is any erasure or alteration of worlds or figures relating to pricing which is not initialed in ink by the bidder.

J. The County determines that a bid contains any misrepresentations whatsoever.

15. REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interests of the County.

16. MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived, and clerical errors in a bid may be corrected, if permitted by the County Manager and are in the best interests of the County.

17. NONCONFORMING/CONDITIONAL OR COUNTER-BIDS:

A bid which is nonconforming or conditional, whether in part or in whole will be rejected.

18. BID ANALYSIS:

The County reserves the right to analyze, examine and interpret any bid for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the County Manager. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, bidders may withdraw their bids from consideration.

19. AWARD OF CONTRACT:

A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A recommendation of Award does not constitute award of contract.

B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.

C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by a group of items, on the basis of individual items, or any combination of these, which in the judgment of the County Manager, best serves the interests of the County, unless otherwise stated in this Bid.

D. Increase of Quantities: The County reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.

E. Decrease of Quantities: The County reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.

F. Contract Changes In no case shall a contract be changed without the priori written approval of the Purchasing Officer.

G. To qualify for the five percent (5%) in state Resident Preference, the bidder must provide their assigned Resident Certification Number with their bid. (An appropriate place is designated in the Bid Form.) If a bidder does not provide their assigned Resident Certification Number with their bid, the bid shall not be considered as made by a resident business or a resident manufacturer, and no preference shall be applied during the analysis of that bid

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. PROTEST PROCESS:

A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County Manager of Lincoln County in accordance with the requirements of the County of Lincoln's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto.

B. In the event of a timely protest under this section, the Purchasing Officer and the County of Lincoln shall not proceed further with the procurement unless the County Manager makes a determination that the award of Agreement is necessary to protect substantial interests of the County of Lincoln (13-1-173 NMSA 1978).

C. The County Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).

D. The County Manager or his designee shall promptly issue a determination relating to the protest. The determination shall:
(1) state the reasons for the action taken; and
(2) inform the Protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

E. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestant and other bidders involved in the procurement (13-1-176 NMSA 1978).

21. DELIVERY, ACCEPTANCE AND GUARANTEE:

A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the County Manager's Office.

B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.

C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.

22. INSPECTIONS:

A. Prior to Acceptance of Delivery: All items of tangible personal property, services or construction shall be provided exactly as offered, and may be inspected prior to acceptance of delivery by the County.

B. Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

23. INVOICE AND PAYMENTS

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number, if applicable, and shall be itemized unless otherwise specified in this Bid. Invoices are to be mailed to: Lincoln County Board of Commissioners, Accounts Payable, P.O. Box 711, Carrizozo, New Mexico 88301-0711.

24. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period, the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the Contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the County Manager's Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

25. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

The County may terminate any contract resulting from this Bid at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the County, if ordered or accepted by the County prior to the effective date of termination.

26. TERMINATION FOR LACK OF APPROPRIATIONS:

Funding for the Contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the Contract resulting from this Bid, its continuation beyond the end of the fiscal year is contingent on the County Commission making the appropriations necessary to fund the Contract. If sufficient appropriations are not made, the Contract 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 termination shall not constitute a default. All payment obligations of the County and all of its interest in the Contract will 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.

27. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified.

Such insurance shall cover both the Contractor and his Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Subcontractors from claims under worker's compensation laws, disability benefit laws or other employee benefit laws; from claims for damages to property, including loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any Subcontractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance on the form provided has been filed and approved with the owner or engineer.

A. Comprehensive General Liability Insurance. The Contractor shall procure and maintain during the life of this Contract, and shall require Subcontractors, if any, to procure and maintain during the life of his subcontract, comprehensive general liability insurance in amounts of not less than $300,000.00 for injuries, including death, to any one person, and, subject to the same limit each person, in amounts not less than $300,000.00 in any one occurrence; and in amounts not less than $300,000.00 for property damages in any one accident. Such policies of insurance must include coverage under all sections of the schedule of hazards of the said comprehensive general liability policy form, and must include collapse (c), explosion (x) and underground (u) liability coverage.

The above requirements shall include protection from:

(1) Damage to, or destruction of public and private property located below the surface of the ground, including telephone conduit, power conduit, traffic signal cables, fire alarm circuits, gas mains, gas serve connections, sanitary sewers, house sewers or building sewer connections, water mains, water service connections, steam lines, petroleum products pipelines, storm sewers and inlet lines, and including all appurtenances thereto;

injury or death to a trenching and beautifying with or without the use of mechanical equipment.

(2) The collapse of, or structural damage to any building, house or structure, utility poles, curb and gutter and sidewalk on public or private property; destruction of or damage to other public and private property including injury or death to a person or persons caused by the Contractor's operations under the Contract. Removal of buildings, structures (including their supports), trees, and utility poles, excavations below the surface of the grounds, including blasting, trenching and beautifying with or without the use of mechanical equipment. "Other public and private property," as used above, shall include lawns, plants, flowers, trees, fences, yard walls, etc. The liability insurance shall include the standard assault and better endorsement.

B. Owner's Protective Public Liability and Protective Property Damage Insurance. The Contractor shall procure and maintain during the life of this Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the Owner in the amount not less than: (1) the sum of One Hundred Thousand Dollars ($100,000.00) for damage to or destruction of property arising out of a single occurrence; (2) the sum of Five Hundred Thousand Dollars ($500,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or (3) the sum of One Million Fifty Dollars ($1,000,050.00) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

C. Worker's Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance in statutory or standard form in an amount covering all of his employees to be engaged in the work under this Contract, as required by the State of New Mexico or the regulatory requirements of the Contractor's licensing bureau. Such insurance policies must include coverage under Section 52-1-10, NMSA 1978, for safety devices.

D. Automobile Public Liability and Property Damage. The Contractor shall maintain automobile public liability insurance to protect him and the Owner from any and all claims arising from the use of the following in the execution of work included in this Contract:

(1) Contractor's own automobile and trucks;
(2) Hired automobiles and trucks;
(3) Automobiles and trucks not owned by Contractor; and
(4) BI/PD not less than $300,000.00.

E. Transit Insurance. The Contractor shall secure insurance to protect himself from damage to equipment in transit.

F. Approval of Insurance. Neither approval by the Owner of any insurance supplied by a Contractor or a Subcontractor, nor a failure to disapprove that insurance shall relieve the Contractor or Subcontractor of full responsibility to maintain in full force and effect the above-described insurance or for liability, damages, and accidents as set forth herein.

G. Proof of Insurance. Prior to the commencement of any work hereunder, Contractor shall furnish to the Owner proof of the insurances required in this Section. All such Certificates of Insurance shall provide that the Insurance Company(ies) will give Owner ten (10) days prior written notice before any material change in or cancellation of any such policy.