

**CATRON COUNTY
STATE OF NEW MEXICO**

INVITATION FOR BIDS (IFB)

2022-07-02

PRICE AGREEMENT FOR FUEL

**CATRON COUNTY PURCHASING
P.O. Box 507
Reserve, NM 87830**

ISSUED: July 13, 2021

DEADLINE FOR RECEIPT OF SEALED BIDS: August 11, 2021 @ 3:00 PM

**BID OPENING: August 11, 2021 at 3:30 PM MDT @ Catron County Commission Meeting
Room, 100 Main Street Reserve, NM**

ANTICIPATED BID AWARD: August 12, 2021

**Potential Bidders are highly encouraged to read this entire solicitation as important
information, including mandatory requirements, is contained in other places within this
IFB.**

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I. INTRODUCTION

This section provides general information that applies to this procurement.

A. PURPOSE OF THIS INVITATION FOR BIDS

The County of Catron seeks sealed bids from qualified bidders for the purpose of establishing exclusive price agreements to supply high-quality fuel for County owned and operated vehicles and heavy equipment. Bidders may submit a bid for one or multiple districts. The bid will be presented in two (2) separate categories. Category I will be for the purchase of bulk fuel, to be delivered and placed in County owned tanks at various field locations. Category II will be for the purchase of bulk fuel, to be delivered and placed in Contractor owned tanks at various County field locations.

B. SUMMARY OF CRITICAL INFORMATION

1. Deadline for receipt of sealed bids: **August 11, 2021 at 3:00 P.M., MDT**
2. Address for Delivery of sealed bids: P.O. Box 507, 100 Main Street, Reserve, NM 87830
3. Bid Opening Time and Date: August 11, 2021 at 3:30 P.M. MDT
4. Bid Opening Location: 100 Main Street, Reserve, NM 87830

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this IFB.

C. SUMMARY SCOPE OF SERVICES

Category I – Bulk Fuel Purchases for Agency owned Tanks: Fuel will be delivered between the hours of 8:00 AM and 3:00 PM, Monday through Thursday, within a 24-hour period from the time the order is placed by authorized County personnel. The Contractor will present a delivery ticket at the delivery site, identifying the number of gallons delivered, and must obtain a signature of receipt from an authorized Agency individual. The Contractor shall furnish and deliver the specified grade of unleaded gasoline and diesel #2 (and a winter-blend diesel as required by weather conditions) to each location as specified. Said fuel will be unloaded from the Contractor's tanker, into an Agency owned fuel tank, by the Contractor.

Category II – Bulk Fuel Purchases for Contractor owned Tanks: Fuel will be delivered between the hours of 8:00AM and 3:00 PM, Monday through Thursday, within a 24-hour period from the time the order is placed by authorized Agency personnel. The Contractor will present a delivery ticket at the delivery site, identifying the number of gallons delivered, and must obtain a signature of receipt from an authorized Agency individual. The Contractor shall furnish 500-gallon* capacity, pedestal mounted fuel storage tanks, and supply and deliver unleaded gasoline and diesel #2 (and a winter-blend diesel as required by weather conditions) to each location as specified. Fuel tanks shall be furnished, delivered (and picked up when no longer required), and setup at no additional charge to Catron County. Each tank shall be equipped with a fuel-

metering device. The device shall be accurate and fully functioning at all times, with re-settable countermeasures flowing to 100 U.S. gallons in 1/10th gallon increments (\pm 1% accuracy, 5-20 GPM flow). All costs and maintenance of the tanks, hoses, meters, etc., shall be the responsibility of the Contractor. The fuel tanks shall meet all safety 7 requirements and regulations as required the Federal, State, and local governments and shall be maintained as such.

Note: During the term of this price agreement, other Agency locations within Catron County may require fuel tanks. The Contractor shall agree to supply these additional tanks and fuel under the bid, at the same prices, terms, and conditions.

*The Agencies reserve the right to require larger or smaller gallon capacity tanks at specific field locations if deemed necessary, reasonable, and legal (pursuant to local codes).

Catron County Fuel Storage Tanks

1/11

Agency	Location Facility Name	Address/Location	Date Installed	Gallons	Fuel Type
County Road Department	Road District I	19 Second Street Quemado, NM	1988	1,000	Diesel
County Road Department	Road District I	19 Second Street Quemado, NM	1988	1,000	Diesel
County Road Department	Road District I	19 Second Street Quemado, NM	2000	500	Gasoline
County Sheriff Department	Road District I	19 Second Street Quemado, NM	2000	500	Gasoline
Wild Horse Fire Department	Wild Horse Fire Station	7 Roundup Road Wild Horse Subdivision Pie Town, NM	2005	300	Diesel
Wild Horse Fire Department	Wild Horse Fire Station	7 Roundup Road Wild Horse Subdivision Pie Town, NM	2005	300	Gasoline
Pie Town Fire Department	Pie Town Fire Station	9 Custard Junction Pie Town, NM	1990	250	Gasoline
Cruzeville-Apache Creek-Aragon Fire Department	Fire Station	17 Fire House Road Apache Creek, NM	2006	1,000	Diesel
Horse Mountain Fire Department	Horse Mountain Fire Station	9 Frontier Trail Horse Mountain Subdivision Datil, NM	1998	300	Diesel

Horse Mountain Fire Department	Horse Mountain Fire Station	9 Frontier Trail Horse Mountain Subdivision Datil, NM	1998	300	Gasoline
County Road Department	Road District II	58 The Lane	2015	10,000	Diesel
County Road Department	Road District II	58 The Lane	2015	10,000	Gasoline
County Road Department	Road District III	43 Catron County Yard Road	2015	1,000	Diesel
County Road Department	Road District III	43 Catron County Yard Road	2015	1,000	Gasoline
Quemado Lake Fire Department	Quemado Lake Fire Station	29 El Caso Road Quemado Lake Subdivision Quemado, NM	2005	500	Diesel
Quemado Lake Fire Department	Quemado Lake Fire Station	29 El Caso Road Quemado Lake Subdivision Quemado, NM	2005	500	Gasoline
Reserve EMS	Reserve EMS Station	1 Foster Lane	1992	200	Diesel
Glenwood EMS	Glenwood Fire Station	4 Danny George Road Glenwood, NM	2010	300	Diesel
Quemado EMS	Road District I	19 Second Street Quemado, NM	2010	200	Diesel

D. SCOPE OF PROCUREMENT

The scope of the procurement consists of obtaining sealed bids for the purpose of establishing a price agreement with Contractors to supply high-quality fuel for county owned and operated vehicles and heavy equipment. Other local public bodies and state agencies, as defined in the New Mexico Procurement Code (13-1-28 NMSA 1978) may contract for the goods or services provided for by this procurement if allowed by their governing directives. This procurement will result in a non-exclusive price agreement.

E. PROCUREMENT MANAGER

The County of Catron has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing.

Bidders may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Catron.

Linda Cooke
Assistant County Manager, CPO

<u>Delivery Address (Including sealed bid delivery):</u> 100 Main Street // Reserve, NM 87830	<u>Mailing Address:</u> P.O. Box 507 // Reserve, NM 87830
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Phone: (575) 533-6423
E-mail: linda.cooke@catroncountynm.gov

NOTE: All deliveries via express carrier (INCLUDING SEALED BID DELIVERY) should be addressed to Linda Cooke's Delivery Address, above.

F. DEFINITION OF TERMINOLOGY

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

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

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

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

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

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

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

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

"MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a competitive procurement.

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

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

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

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

“Successful Bidder” means the lowest priced Responsible Bidder to whom Catron County, on the basis of the County’s evaluation, makes an award. A Successful Bidder does not become a Contractor until the County signs the Contract signed and submitted by the Bidder. One or more Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

G. RESIDENT BUSINESS PREFERENCE

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:
<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

H. PROCUREMENT LIBRARY

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

- **New Mexico Procurement Code**
<https://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

A. SEQUENCE OF EVENTS

The Procurement Manager (PM) will make every effort to adhere to the following schedule:

Commented [KR1]: Added abbreviation

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	County Manager (CM)	July 12, 2021
2. Return of “Acknowledgment of Receipt” Form (Appendix A)	Potential Bidders (PB)	July 21, 2021 at 4:30 pm (MDT)

3. Pre-Bid Conference	Not Applicable	Not Applicable
4. Deadline to Submit Additional Questions	PB	July 29, 2021
5. Response to Written Questions/ IFB Amendments	PM	August 2, 2021
6. Submission of Sealed Bids	Bidders	August 11, 2021 at 3:00 PM (MDT)
7. Public Opening	Purchasing, Bidders, General Public	July 7, 2021 at 3:30 PM (MDT)
8. Bid Tabulation	Purchasing	August 11, 2021
9. Notice of Intent to Award	PM	August 12, 2021
10. Protest Deadline	Bidders	Within 15 days of Issuance of Notice of Intent to Award
11. Contract Award*	Purchasing Agent/BCC*	No earlier than August 13, 2021

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

B. EXPLANATION OF EVENTS

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

1. Issue IFB

This IFB is being issued by the Catron County Manager on behalf of the County of Catron.

2. Return of “Acknowledgment of Receipt” Form

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A). Potential Bidders that return the form will be notified of the posting of any questions and answers regarding the procurement and will be notified of any amendments to the IFB that might be issued. The form should be returned by the close of business on the date indicated in Section II.A (Sequence of Events), above. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB and the potential Bidder may not receive any update notifications.

3. Pre-Bid Conference

There is no Pre-Bid Conference being held for this procurement.

4. Deadline to submit additional written questions

Potential bidders may submit additional written questions as to the intent or clarity of this IFB until the close of business on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph E.)

5. Response to written questions/IFB Amendments

Written responses to written questions and any IFB amendments will be posted to the Catron County Purchasing Office web site via the “Purchasing/Sell to County” link). Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A.

6. Submission of Bids

BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph E. Bids must be sealed and labeled on the outside bottom left-hand corner of the package to clearly indicate that they are in response to the “Fuel IFB.” Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all persons or companies submitting bids.

7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Catron County Commission Room, 100 Main Street, Reserve, New Mexico on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Purchasing Agent, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.E, above.) at least seven (7) days prior to the scheduled bid opening.

8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions SHALL NOT be initiated by the Bidders.

9. Contract Award

The Purchasing Agent anticipates the Board of County Commissioners will award the Contract(s) on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Bidders shall begin on the day following the Contract award and will end at 4:30 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Catron County Purchasing
Attn: Linda Cooke, Assistant County Manager/CPO
100 Main Street
P.O. Box 507
Reserve, NM 87830

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

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix C).

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any Contract that may result from this IFB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the County. The County will only make Contract payments to the prime Contractor.

4. Subcontractors

Not Applicable.

5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble bid materials.

6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the County.

7. Bid Offer Firm

Responses to this IFB will be considered firm for ninety (90) days after the due date for receipt of bids.

8. No Obligation

This procurement in no manner obligates Catron County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities and one or more valid Purchase Orders are issued.

9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

10. Sufficient Appropriation

Any Contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11. Legal Review

The County requires that all bidders agree to be bound by the General Requirements contained in this IFB. Any bidder's concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

13. Basis for Bid

Only information supplied by the County in writing through the Procurement Manager or in this IFB should be used as the basis for the preparation of bids.

14. Contract Terms and Conditions

The Contract between the County the Contractor is contained at Appendix B, Contract.

15. Bidder Qualifications

The County may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The County will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The County reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

16. Right to Waive Minor Irregularities

The County reserves the right to waive minor irregularities. The County also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive

bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the County.

17. Change in Contractor Representatives

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

19. County Rights

The County reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the County.

20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the County. However, any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

22. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the County.

23. Use by Other Government Agencies

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and state agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Catron County.

24. Confidentiality

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

25. Delivery and Failure to Meet Order Provisions

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

b. Failure to Meet Order Provisions: The County reserves the right to cancel all or any part of an order without cost to the County, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default.

26. County Furnished Property

County furnished property shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

28. Packing, Shipping and Invoicing

a. The County's Purchasing Order number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the Catron County Accounts Payable.

29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

30. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the potential Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

31. Samples

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

32. Award Rights

The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of the County.

33. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated by the Purchasing Agent

34. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

35. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

III. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB.

A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified in Section I.E on or before the closing date and time for receipt of bids.

C. BID CONTENTS

All bids **MUST** contain the following three (3) items:

1. **COMPLETED AND SIGNED Letter of Transmittal Form** (Found at Appendix C)
2. **SIGNED Contract** (Found at Appendix B)
3. **COMPLETED AND SIGNED BID FORM WITH PRICE(S)** (Found at Appendix B, Attachment 1)

Some bids **MUST** contain the following items, if required in Section IV, SPECIFICATIONS AND REQUIREMENTS:

4. Bid bond in proper format
5. Licenses/certifications or compliance forms
6. Any other items **REQUIRED** in Section IV, **SPECIFICATIONS AND REQUIREMENTS**.

Bids **MAY** contain the following **OPTIONAL** item:

7. Resident Business Preference Certificate (See Appendix G)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix C to assist Bidders in insuring they are submitting a complete and proper bid.)

D. BID FORMAT

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

E. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left-hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

IV. SPECIFICATIONS AND REQUIREMENTS

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

A. INFORMATION

1. Use of Brand Names and Numbers

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

2. Equivalent Items Bid

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 specifications and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

3. Restrictive Specifications

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

4. No Bid Form

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix D prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form MAY be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is NOT a requirement but will assist us in ensuring the quality of this procurement and in improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

B. MANDATORY SPECIFICATIONS

See Bid Form

C. OTHER REQUIREMENTS, PRODUCT RELATED

None.

D. OTHER REQUIREMENTS, SERVICES RELATED

Not applicable.

E. OTHER REQUIREMENTS, CONSTRUCTION RELATED

Not applicable.

V. BID OPENING, PROCESSING AND AWARD

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in Appendix B and the role of Purchase Orders that may follow Contract award.

A. BID RECEIPT

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline ("late bids") will be retained in the procurement file, unopened, and shall not be considered for award.

B. BID OPENING

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.B.7, above, for specific information.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely received bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Procurement Manager or Purchasing Agent may contact the Bidder for clarification of the response as specified in Section II.B.8.

3. Other Information Sources

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

4. Bid Tabulation

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Price

After completion of the bid tabulation, the County will examine the results to determine which Bidder(s) offers the lowest price(s) to the County in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and awarded Contracts will be posted to our website within approximately two (2) weeks after the bid opening date.

D. AWARD AND ORDER PROCESS

1. Contract Award

Upon selection for possible Contract award, the County will add the Contractor's name and signatory information to the signed Contract (Appendix B) submitted by the Bidder and it will be submitted to the Board of County Commissioners with a recommendation for award.* Once approved and signed by the Board of County Commissioners the Contract is officially awarded.

*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

2. Order(s)

A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by Catron County. Failure to comply is AT THE CONTRACTOR'S RISK and the County shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Invitation for Bids

PRICE AGREEMENT FOR FUEL

In acknowledgment of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than August 11, 2021 at 3:00 MDT

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

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Linda Cooke
Assistant County Manager/CPO
100 Main Street
P.O. Box 507
Reserve, NM 87830
Phone: (575) 533-6423
E-mail: linda.cooke@catroncountynm.gov

APPENDIX B

PRICE AGREEMENT

CATRON COUNTY

THIS PRICE AGREEMENT is made and entered into by and between the Board of County Commissioners of Catron County, State of New Mexico, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Catron County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall deliver products or perform the work outlined on the Bid Form attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered or work performed only upon receipt of a valid Purchase Order issued by the County that specifically identifies the products or services to be provided by the Contractor.

2. Compensation.

A. The County shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the County. Invoices are to be mailed to: Catron County Accounts Payable, P.O. Box 507, Reserve, NM 87830.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

The primary term of the agreement shall become effective on August 11, 2021 through June 30, 2022. The Price Agreement shall automatically renewal for three (3) additional one-year terms unless terminated as provided herein. Any price agreement awarded as a result of this

solicitation shall be nonexclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchase fuel from other sources, when deemed in the best interest of the County.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the County and are not employees of the County of Catron. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Catron as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Catron unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

8. Subcontracting.

Not applicable.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Catron from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Catron and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16

NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Catron County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered or services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless.

Catron County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Catron County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Catron County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Catron from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Catron and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person

influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Non-Collusion.

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the County.

27. Survival.

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

28. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the Contract at a public meeting or unless it is executed by the Catron County Manager, if the amount of the Contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the County.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

This Invitation for Bids and the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any Contract amendment(s), in reverse chronological order; then
2. this Contract itself; then
3. the Invitation for Bids; then
4. the Contractor's Bid Form; then
5. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the County of Catron against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Catron based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the County of Catron for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Catron shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Escalation Clause.

Price escalation due to increased cost to the Contractor is not allowed.

37. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

38. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall 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 Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

39. Inspection.

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

40. Inspection of Plant.

The County may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

41. Late Payment Charges.

Except as otherwise agreed to: late payment charges may be assessed against the user agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

42. Overcharge Resulting from Antitrust Violations.

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

43. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. Notices.

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

To the County: Bill Green, Catron County Manager
PO Box 507
Reserve, NM 87830

To the Contractor: [CONTACT INFORMATION HERE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Catron County Manager

Printed Name: Bill Green

Address: 100 Main Street
Reserve, NM 87830

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 12th day of August, 2021.

Attest:

Anita A. Hand, Chairperson, District I

John "Cliff" Snyder, Vice-Chair, District II

Sharon Armijo, Catron County Clerk

Haydn Forward, Commissioner, District II

Attachment 1

Bid Form

Catron County

Fuel Price Agreement

To: Linda Cooke
Assistant County Manager/CPO
P.O. Box 507
Reserve, NM 87830

From: _____
Name of Bidder

Mailing Address

City, State & Zip

Responding to Invitation for Bid due not later than August 11, 2021 at 3:00 PM MDT the undersigned Bidder agrees to furnish and deliver the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

COMMON RACK/FUEL PRICING:

The common rack, which will be used for all computations of the price agreement fuel prices and billings to the Agencies during the term of the Agreement, shall be the El Paso, Texas OPIS Price Average. The Contractor shall obtain the daily rack price in effect at 12:01 a.m. on the day of each delivery, then use it to compute the price agreement fuel pricing (El Paso, Texas OPIS Price Average rack price – plus or minus freight with markup – plus applicable taxes) for billing purposes for that day.

Please write in the El Paso, Texas, OPIS low rack price and provide a copy of the current rack sheet. Do not include any State or Federal taxes.

Date of OPIS: _____

Regular Unleaded _____
Mid-Grade Unleaded _____

Premium Unleaded _____
Diesel #2 ULSD _____

Diesel #2 ULSD _____
Winter Blend _____

**PRICING FOR CATEGORY I – BID FREIGHT AND MARKUP CHARGES:
AGENCY OWNED TANKS**

Specify Minimum Gallon Orders (if applicable) _____

Fuel Type	Bid Freight and Markup percentage over daily average	Total Price
1. Regular	_____ /Gal.	\$ _____
Unleaded	_____ /Gal.	\$ _____
Mid-Grade	_____ /Gal.	\$ _____
Premium	_____ /Gal.	\$ _____
2. Diesel #2	_____ /Gal.	\$ _____
USLD	_____ /Gal.	\$ _____
USLD Winter Blend	_____ /Gal.	\$ _____

**PRICING FOR CATEGORY II–BID FREIGHT AND MARKUP CHARGES:
CONTRACTOR OWNED TANKS**

Specify Minimum Gallon Orders (if applicable) _____

Fuel Type	Bid Freight and Markup Charges Above OPIS	Total Price
1. Regular	_____ /Gal.	\$ _____
Unleaded	_____ /Gal.	\$ _____
Mid-Grade	_____ /Gal.	\$ _____
Premium	_____ /Gal.	\$ _____
2. Diesel #2	_____ /Gal.	\$ _____
USLD	_____ /Gal.	\$ _____
USLD Winter Blend	_____ /Gal.	\$ _____

EXCEPTIONS _____

FUEL SPECIFICATIONS:

All fuels sold to the Agencies by the Contractor will meet all applicable Federal and State government requirements, regulations, and specifications. The fuels shall also meet or exceed all applicable automotive vehicle and heavy equipment manufacturer’s specifications and requirements, and ASTM standards.

Octane Rating: Gasoline fuels shall contain proper fuel additives and have an (R+M)/2 minimum anti-knock index rating of 85 for regular unleaded, 87 for mid-grade unleaded, and 89 for premium unleaded gasoline.

Note: Bidders shall state the octane rating and MTBE/ethanol/methanol content for regular unleaded, midgrade unleaded, and premium unleaded gasoline, which shall be met during the term of the price agreement.

	Octane Level	MTBE / Ethanol / Methanol Content
Regular Unleaded	_____	_____/_____/_____
Mid-grade Unleaded	_____	_____/_____/_____
Premium Unleaded	_____	_____/_____/_____
Diesel #2 ULSD	_____	_____/_____/_____
Diesel #2 ULSD Winter Blend	_____	_____/_____/_____

TESTING:

The County may conduct periodic testing by a professional laboratory to insure that all applicable specifications are being met. If at any time fuel does not meet any applicable specification, the expense of the testing shall be borne by the Contractor. Following the testing, should the Contractor receive notice from the County that any fuel does not meet any specification, and the Contractor does not immediately remove the remainder of the fuel in subject tank and replace it with fuel that does meet all applicable specifications, the Contractor shall be in default (see termination of price agreement). The County will be reimbursed by the Contractor for any expenses incurred due to damages caused to County vehicles and/or heavy equipment by fuel that does not meet the stated fuel specifications and requirements.

MONTHLY INVOICING:

The Contractor will present for payment an itemized monthly billing statement to the County Finance Department. The statement shall include the signed delivery ticket(s), the delivery locations of the fuels, types of fuels purchased, gallons purchased, price per gallon, applicable taxes, and total price. The Contractor shall also attach the weekly rack sheet, which was in effect at the time of each delivery.

FUEL USAGE REPORTS:

The Contractor shall furnish monthly fuel usage reports to the County Finance Department. The report shall list the total gallons of each fuel product purchased by location, along with the total dollar amount purchased of each fuel product.

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

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.

N.M. CONTRACTORS LICENSE NUMBER _____

N.M. BIDDER CERTIFICATE/PREFERENCE NUMBER _____

N.M. BIDDER RESIDENT VETERAN PREFERENCE NUMBER: _____

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

Bidder hereby acknowledges receipt of Addenda

Number _____, Dated _____

Number _____, Dated _____

Number _____, Dated _____

(Add additional if needed)

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

Bidder Name

Signature of Authorize Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Date

APPENDIX C

LETTER OF TRANSMITTAL FORM

Items #1 to 3 MUST EACH BE RESPONDED TO. Failure to respond to all three items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

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

2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of Catron County that have a financial interest in the Bidder (one of the two **must** be selected):

_____ No Financial Interest _____ Yes, Financial Interest*

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

_____, 2021

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

APPENDIX D

**NO BID FORM
FUEL**

In an effort to make the procurement of Catron County goods and services as competitive as possible, we are soliciting information from persons or businesses who cannot bid. Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply. THIS FORM IS OPTIONAL.

- Specifications - Restrictive, unclear, specialty item, etc.
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment process.
- Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

VENDOR STATEMENT

Note: Return this form only if you are not submitting a bid

Signed

Firm Name

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body 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: Anita A. Hand, John Cliff Snyder and Haydn Forward.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX F

RESIDENT VETERANS' PREFERENCE CERTIFICATE

_____ (name of Contractor) hereby certifies the following in regard to application of the resident veteran's preference to this procurement.

Please check one box only.

I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is less than \$1 million 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 revenues starting January 1 ending December 31 is more than \$1 million but less than \$5 million 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 revenues starting January 1 ending December 31 is more than \$5 million 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 the 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 businesses' application for a Resident Veteran Business Preference/resident Veteran Contractor's Preference under Section 13-1-21 or 3-1-22 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 constitute a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement if the statements are proven to be incorrect.

APPENDIX G

BID SUBMITTAL CHECKLIST

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly complete bid. It should NOT be returned with the bid. It is for information purposes only. This checklist is not guaranteed to be all inclusive. Bidders should carefully review the requirements of the IFB and their response before submitting their bid to the County.

ITEM	REFERENCE	YES	NO
Correct delivery address for bid?	I.C.		
Preference certificate included? (If bidder is qualified and desires preference eligibility.)	I.G and III.C		
Letter of Transmittal Form complete, SIGNED and included?	II.C.1 and Appendix C		
Contract SIGNED and included?	III.C and V.D.1 and Appendix B		
Bid Form completed, SIGNED and included?	III.C and Appendix B, Attachment 1		
Receipt of any and all addendums (if issued) acknowledged?	II.C.36 and Bid Form (Appendix B, Attachment 1)		
Signed Campaign Contribution Disclosure Form	Appendix E		
Bid sent in SEALED envelope with proper labeling?	III.E		
Bid sent to ARRIVE prior to deadline?	II.A.6 and II.B.6		