



**COUNTY OF CIBOLA**  
***INVITATION TO BID***

**Cibola County Bid #2025-002**

**COMMODITY: ABOVE GROUND FUEL TANKS & INSTALL**

IMPORTANT- 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.

**Sealed bids will be received until January 30, 2025, at 2:00 pm, then publicly opened in Public Session at the Cibola County Commission Chambers, 700 East Roosevelt, Grants, NM 87020 and read aloud.**

**The bid is subject to the” Terms and Condition”, and “additional Bidding Instructions,” if any, are enclosed in this packet.**

**TO BE A VALID BID, BID MUST BE SIGNED.**

This section of the IFB outlines and describes the major events of the Selection Process and specifies general requirements.

**Sequence of Events**

	Event	Responsible Party	Date	Time	Location
1.	Issue IFB	Cibola County	December 16, 2024	8:00 AM MST/MDS	Couty Website: cibolacountynm.com
2.	On Site Visits	Cibola County	January 7, 2025	2:00 PM MST/MDS	1129 Motel Drive // Milan, NM 87021 & 2001 Cliff Lear Rd //Grants NM,87020
3.	Questions/Clarifications Deadline	Potential Offerors to Cibola County	January 17, 2025	4:00 PM MST/MDS	purchasing@co.cibola.nm.us
4.	<b>IFB Addenda issued for Questions/Clarifications</b>	Cibola County	January 21, 2025	4:00 PM MST/MDS	Couty Website: cibolacountynm.com
5.	<b>Submission of Bids</b>	Potential Offerors to Cibola County	January 30, 2025	2:00 PM MST/MDS	Cibola County 700 East Roosevelt Avenue Ste. 50 Grants, NM 87020
6.	Public Opening of Bids	Cibola County	January 30, 2025	2:30 PM MST/MDS	Cibola County Commission Chambers 700 East Roosevelt Avenue Ste. 50 Grants, NM 87020
7.	Notice of Intent to Award	Cibola County	TBD	N/A	N/A
8.	Protest Period	Offers	15 Days after Notice of Intent to Award	N/A	N/A
9.	Contract Award	County Manager	TBD	N/A	N/A

**NOTICE: Cibola County reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.**

**BIDDER MUST COMPLETE THE FOLLOWING**

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Company \_\_\_\_\_ Telephone \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

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***ADDITIONAL BIDDER INFORMATION***

NM 5% Resident Preference/Resident Veteran Preference Certification #

\_\_\_\_\_

Payment terms \_\_\_\_\_ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

E-mail \_\_\_\_\_

F.O.B. 2001 Cliff Lear Ave//Grants, NM 87020 & 1129 Motel Drive//Milan, NM 87021

Vendor's Delivery included

This invitation to bid 2025-002 sheets, which comprise of specifications, instructions and bid forms. If your invitation to bid contains less, please advise this office immediately.

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS (S):

Amendment no. \_\_\_\_\_ Dated \_\_\_\_\_ Amendment no. \_\_\_\_\_ Dated \_\_\_\_\_

**COUNTY OF CIBOLA**

**IMPORTANT BIDDING INFORMATION**

**ATTENTION:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the on the outside of the bid envelope at the bottom left-hand side.

**RESIDENT MANUFACTURER PREFERENCE-** To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS:

\_\_\_\_\_  
AS INDICATED IN THIS BID WERE (ARE) GROWN, PROCUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER: \_\_\_\_\_  
(Vendor must sign)

**RESIDENT/RESIDENT VETERAN PREFERENCE-** PURSUANT TO SECTIONS 13-1-21 NMSA 1978, BIDDERS CLAIMING RESIDENT/RESIDENT VETERAN PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING AND PROVIDE A COPY OF A VALID RESIDENT BUSINESS CERTIFICATE OR VALID RESIDENT VETERAN BUSINESS CERTIFICATE ISSUED BY THE TAXATION AND REVENUE DEPARTMENT.

All Bidders must notify the Central Purchasing Agent if any employee(s) of the requesting agency or the County has a financial interest in the bidder.

\_\_\_\_\_ NO FINCANCIAL INTEREST                      \_\_\_\_\_ YES FINANCIAL INTEREST

IF YES, PLEASE SPECIFY BY NAME: \_\_\_\_\_

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BID TABULATIONS WILL BE AVAILABLE ONE WEEK AFTER BID OPENING DATE. TO ACCESS GO TO <https://www.cibolacountynm.com/departments/manager/procurement.php>, OR E-MAIL RESULTS OF BIDS WILL BE GIVEN UPON REQUEST

FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.

**APPENDIX A  
SPECIFICATIONS EXCEPTIONS FORM**

***SEE ATTACHED SPECIFICATIONS FOR COMPLIANCE***

Company Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Signature: \_\_\_\_\_  
County/State/Zip: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax No. \_\_\_\_\_  
Please state: Terms: \_\_\_\_\_ F.O.B. Point: Destination \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Federal ID or Social Security Number: \_\_\_\_\_  
Received addenda numbers \_\_\_\_\_, \_\_\_\_\_, when issued.

**In State Preference No.** \_\_\_\_\_

- Liability Insurance is required.
- Copy of Workers' Compensation Insurance is required.

**APPLICABLE ONLY WHEN CHECKED:**

**FAILURE TO PROVIDE THE FOLLOWING INFORMATION WILL  
RESULT IN YOUR BID TO BE NON-RESPONSIVE.**

- New Mexico Contractors License No. \_\_\_\_\_
- Bid Bond of 5% Included
- Performance Bond of 100% is required on notice to proceed.

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. If your bid does not meet all of the specifications contained within Appendices D and E, you must state so on the spaces provided below:

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COUNTY OF CIBOLA

**APPENDIX B  
NO-BID STATEMENT**

In an effort to make the procurement of Cibola County goods and services as competitive as possible, we are soliciting information from vendors 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.

- 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**

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**NOTE: RETURN THIS FORM ONLY IF**

**YOU ARE NOT SUBMITTING A  
BID** \_\_\_\_\_

(Signed)

\_\_\_\_\_  
(Firm Name)

CIBOLA COUNTY  
INVITATION FOR BIDS

<b>APPENDIX B</b> <b>STANDARD, TERMS AND CONDITIONS</b>
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**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 Purchasing Department 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 bidder who has been awarded a contract.
  - D. **"County"** means the County of Cibola, New Mexico.
  - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. **"Purchasing Office"** means the Purchasing Department of the Cibola County.
  - G. **"Purchasing Officer"** means the person charged with the responsibility of administering the Department.
  - 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 Cibola 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. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.
  - 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 on the Specification Exception form, Appendix A. 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 thirty (30) days will not be considered.
  - 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 the 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. 1 Year 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. 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. Failure to provide the appropriate information may result in disqualification of the bid.
- K. Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications Exception form, Appendix A. 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.
- L. 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 for 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 subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

- M. 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.
  - N. 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 N.M.S.A. 1978)
  - O. Material Safety Data Sheets: 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 Cibola 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 Ordinance; 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 Purchasing Department no later than the date and time listed in the sequence of events. An addendum will be issued in response to requested explanations.
  - B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations, in writing.
6. ADDENDA:
- 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 and should be acknowledged either by being signed and returned with the bid or through letter or e-mail 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 Purchasing Department 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 insure that a thorough evaluation is conducted.
8. SUBMISSION OF BID:
- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
  - B. Hand Carried: Bids may be hand carried to the Cibola County Manager's Office 700 East Roosevelt Avenue, Suite 50, Grants NM 87020.
  - C. Mailed: Bids may be mailed to the County of Cibola, 700 East Roosevelt Avenue, Suite 50, Grants NM 87020. The County **will not responsible** for bids that are mailed and not received by the opening date and time specified in the solicitation.
  - D. Receipts: Receipts for hand delivered bids shall be issued by the Chief Procurement Officer (upon request) for bids, which are hand carried.

- E. Envelope Preparation: The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
- 1). Name of Bidder
  - 2). Bid Number assigned by the County to the Invitation for Bids
  - 3). Opening date as identified on the bid or subsequent addenda
- F. **No Other Methods of Bid Delivery**; Neither telephone, E-mail, nor facsimile bid shall be accepted.

9. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

Cibola County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. 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, the County may terminate this agreement.

10. OSHA REQUIREMENTS IN EMPLOYMENT:

Cibola County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

12. NO RESPONSE FORMS:

If the bidder will not be submitting a bid in response to this invitation, the No Bid statement, Appendix B, included in this Bid, should be completed and returned (Recipient's name and reason for not making a bid must be stated). If you are not making a bid, please DO NOT return the entire Bid package. Return ONLY the No Bid statement. If neither a bid nor a No Bid statement is received from a vendor on three (3) consecutive Requests for the same commodity, that bidder may be removed from the Purchasing Office Vendor List for that commodity.

13. 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.

14. OPENING OF BIDS:

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.

15. 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 if the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

16. REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to or after opening, may in whole will be rejected.

17. 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 Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, bidders may withdraw their bids from consideration.

18. 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 group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, 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 prior written approval of the Purchasing Officer.
- G. To qualify for the New Mexico Resident or Veteran Resident Preference, the bidder must provide their assigned New Mexico Taxation and Revenue Certification Number with their bid (an appropriate place is designated in the Bid Form). If a bidder does not provide their assigned Certification Number with their bid, the bid shall not be considered as made by a resident/veteran 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.

19. PROTEST PROCESS:

- A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County of Cibola in accordance with the requirements of the Cibola County Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty four (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. The protesting bidder must file a \$5000.00 protest bond with each protest. If the protest is upheld, the bid will be awarded to the next lowest qualified bidder. If the protest is disallowed, the protesting bidder will forfeit the \$5,000.00 bond.

- B. In the event of a timely protest under this section, the Purchasing Officer and Cibola County shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County of Cibola (13-1-173 NMSA 1978).
  - C. The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning 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 Purchasing Officer 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
    - 3) 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).
20. 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 Cibola County Purchasing Department.
  - 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.
21. 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.

22. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase OR LINE ITEM COMPLETED. 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: Cibola County Manager's Office 700 E. Roosevelt Ave Ste. 50 Grants, NM 87020. Invoice can also be e-mailed to [wendy.self@co.cibola.nm.us](mailto:wendy.self@co.cibola.nm.us). Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Purchasing Department at (505) 285-2513.

23. 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 Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

24. 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.

25. 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 any 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.

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2007), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or 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 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. Campaign Contribution includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or their 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: 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.

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

**“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 qualified for a sole source or a small purchase contract.

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

**DISCLOSURE OF CONTRIBUTIONS:**

For the purposes of this procurement, the applicable public officials are Cibola County Commissioners named below:

Christine Lowery, Martha Garcia, Robert Windhorst, Daniel Torrez, Ralph Lucero

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

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Title (Position)

**APPENDIX D**  
**STANDARD SPECIFICATIONS**

**LOCATION-1: CIBOLA COUNTY PUBLIC SAFETY BUILDING**

SCOPE OF WORK: Provide required 30-day and 24-24 notice to PSTB. Excavate, prep, and test compaction for tank pad. Pour concrete pad for tank to sit on. Provide and install bollards around tank pad. Set tank and pipe. Trench for electrical/communication needs. Provide and install (1) Wayne dispenser with pulsar and Morrison pedestal. Provide and install Fuel Mastercard reader with PDI translator box for WEX cards and EVO. Provide and install all needed tank top equipment. Provide and install hose retractors and all hanging hardware. Use licensed electrical contractor.

- (1) 6K Fire Guard with 50/50 split
- Engineered drawing for tank pad
- Excavation, preparation, and trenching
- Compaction testing
- Concrete 18x26 tank pad
- (2) Wayne Select IX dispenser (2 hose/2 product)
- Hanging hardware kits w/retractors
- (1) Morrison dispenser pedestal (Wayne)
- (1) EVO tank gauge with printer, overfill alarm, and sensor
- (2) FE Petro submersible pumps
- (2) FE smart controllers (SPGC-220)
- (2) Fill boxes for fuel drops
- (1) DEF Tank 400 Gallon
- (4) ¾ in elect boots
- (2) Solenoids (1.5in)
- (2) OPW Fire Valves(10RFS)
- Misc. steel pipe
- Fuel Master for WEX cards
- (20) Bollards
- Misc. steel pipe

## **LOCATION-2: CIBOLA COUNTY ROAD DEPARTMENT IN MILAN, NM**

SCOPE OF WORK: Provide required 30-day and 24-24 notice to PSTB. Excavate, prep, and test compaction for tank pad. Pour concrete pad for tank to sit on. Provide and install bollards around tank pad. Set tank and pipe. Trench for electrical/communication needs. Provide and install (1) Wayne dispenser with pulsar and Morrison pedestal. Provide and install Fuel Mastercard reader with PDI translator box for WEX cards and EVO. Provide and install all needed tank top equipment. Provide and install hose retractors and all hanging hardware. Use licensed electrical contractor.

- (1) 10K Fire Guard with 70/30 split
- Engineered drawing for tank pad
- Excavation, preparation, and trenching
- Compaction testing
- Concrete 19x33 tank pad
- (2) Wayne Select IX dispenser (1 hose/1 product)
- Hanging hardware kits w/retractors
- (2) Morrison dispenser pedestal (Wayne)
- (1) EVO tank gauge with printer, overfill alarm, and sensor
- (2) FE Petro submersible pumps
- (2) FE smart controllers (SPGC-220)
- (2) Fill boxes for fuel drops
- (1) DEF Tank 400 Gallon
- (4) ¾ in elect boots
- (2) Solenoids (1.5 in)
- (2) OPW Fire Valves (10 RFS)
- Misc. steel pipe
- Fuel Master for WEX cards
- (28) Bollards
- Misc. steel pipe