SOCORRO COUNTY
INVITATION TO BID
ITB NO. 2015-02-402

CONTRACTUAL SERVICES FOR
HUMMINGBIRD RETAINING WALL

SOCORRO COUNTY PURCHASING
PO Box 1, 210 Park Street
Socorro, NM  87801

July 09, 2015
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I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

The County of Socorro, State of New Mexico, on behalf of the Socorro County Board of County Commissioners, seeks sealed bids from qualified Primary Contractors to provide construction services for new concrete retaining wall structures for Hummingbird Road located in northern Socorro County off NM 116. GPS N34.52331 W-106.79874.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing construction services for retaining wall structures at Hummingbird Road.

The Project consist of the following: Constructing two (2) new, formed in place concrete retaining walls as described in plans with specifications, constructed adjacent to county road on the right of way. All elements of site excavation, backfill, compaction and final grading will be performed by the Socorro Country Road Department in conjunction with the contractor selected to erect and place the concrete retaining walls.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists identifying a company that can provide the services described herein. This procurement will result in a fixed price, single source award.

D. PROCUREMENT MANAGER

The County of Socorro 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 Socorro.

Sammie Vega
Socorro County Purchasing

<table>
<thead>
<tr>
<th>Delivery Address (Including bid delivery):</th>
<th>Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>210 Park Street, Socorro, NM 87801</td>
<td>P.O. Box I, Socorro, NM 87801</td>
</tr>
</tbody>
</table>

Phone: 575.835.0589 ext. 1105
Fax: 575.835.4629
E-mail: svega@co.socorro.nm.us

NOTE: All deliveries via express carrier (INCLUDING BID DELIVERY) should be addressed to Sammie Vega’s Delivery Address, above.

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

“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 County government.

"Close of Business" means 5:00 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 Socorro, 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.

“Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Finalist" is defined as a Bidder who meets all the mandatory specifications of this Invitation to Bid.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Bidders bid.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

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

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

"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.

"Purchasing” means the County of Socorro Purchasing Office or the Socorro County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Socorro.
"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 bid.

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

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Bidder in their bid, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

**F. RESIDENT/VETERAN BUSINESS PREFERENCE**

1. **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 resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:  
http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

2. **Resident Veterans Preference**  
Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:  
http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

3. **County Resident Business Preference**  
Socorro County Ordinance 2013-003 provides for preference for Socorro County resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Bidders that have provided a valid Socorro County resident business preference certificate with their bid, as required by Ordinance 2013-003 Section 6.
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 County of Socorro after June 25, 2013. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, the ordinance is available for download at:
http://www.socorrocounty.net/Public-Information/Ordinances.
Applications can be found at:
http://www.socorrocounty.net/departments/budget-finance/accounts-payable-purchasing/purchasing-ap-forms-1

G. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

- Socorro County Procurement Policy: 2014-30
  http://www.socorrocounty.net/departments/manager/policies-of-socorro-county

- New Mexico Veterans/In-State Preference
  http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

- Socorro County Local Option Procurement Preference Ordinance: 2013-003
  http://www.socorrocounty.net/Public-Information/Ordinances

- Socorro County Procurement Forms
  http://www.socorrocounty.net/departments/finance/purchasing/purchasing-ap-forms-1

- New Mexico Department of Transportation: 2014 Edition of the Standard Specifications for Highway & Bridge Construction
  http://www.socorrocounty.net/departments/finance/purchasing/bid-documents
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>ACTION</th>
<th>RESPONSIBILITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue ITB</td>
<td>Procurement Manager (PM)</td>
<td>07/09/15 (Thursday)</td>
</tr>
<tr>
<td>2. Return of “Acknowledgment of Receipt” Form for Distribution List</td>
<td>PM, Potential Bidders (PB)</td>
<td>07/16/15 (Thursday)</td>
</tr>
<tr>
<td>3. Pre-Bid Conference</td>
<td>PM, PB</td>
<td>07/23/15 (Thursday) at 10:00 AM</td>
</tr>
<tr>
<td>4. Deadline to Submit Additional Questions</td>
<td>PB</td>
<td>07/28/15 (Tuesday)</td>
</tr>
<tr>
<td>5. Response to Written Questions/ Amendments</td>
<td>PM</td>
<td>07/31/15 (Friday)</td>
</tr>
<tr>
<td>6. Submission of Sealed Bids</td>
<td>Bidders</td>
<td>08/19/15 (Wednesday) at 11:00 AM</td>
</tr>
<tr>
<td>7. Public Opening</td>
<td>Purchasing, Bidders, General Public</td>
<td>08/19/15 (Wednesday) at 11:00 AM</td>
</tr>
<tr>
<td>8. Bid Tabulation</td>
<td>Purchasing</td>
<td>08/21/15 (Friday)</td>
</tr>
<tr>
<td>9. Contract Award</td>
<td>Purchasing Officer, BOCC</td>
<td>08/25/15 (Tuesday)</td>
</tr>
<tr>
<td>10. Protest Deadline</td>
<td>Bidders</td>
<td>09/09/15 (Wednesday)</td>
</tr>
</tbody>
</table>

*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 ITB

This ITB is being issued by the Socorro County Purchasing Agent on behalf of the County of Socorro and the Socorro County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

**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) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.
The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any ITB amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the ITB, and the potential Bidder's organization name shall not appear on the distribution list.

3. Pre-Bid Conference

A Pre-Bid Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 A.M. in the Conference Room at the Socorro County Road Department, 2409 NM-1, Socorro, NM 87801. Potential Bidders are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Bidders that attended the Pre-Bid Conference.

Attendance at the Pre-Bid Conference is not a prerequisite for submission of a bid but is highly recommended as questions will be answered.

4. Deadline to submit additional written questions

Potential Bidders may submit additional written questions as to the intent or clarity of this ITB until 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 D.)

5. Response to written questions/ITB Amendments

Written responses to written questions and any ITB amendments will be posted to the Socorro County Purchasing Office web site (www.SocorroCounty.net via the “Bids & RFPs” link). Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Bidder's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. **Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.**

6. Submission of Bids

**BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR 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 D. Bids must be sealed and should be labeled on the outside of the package to clearly indicate that they are in
response to the “Hummingbird Retaining Wall”, should reference “ITB# 2015-02-402” and should indicate the deadline for receipt (due date and time.) Bids submitted by facsimile or other electronic means WILL NOT BE ACCEPTED.

7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Socorro County Manager’s Office, 210 Park Street, Socorro, 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.D., 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 or her 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 contract award 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 and Socorro County Procurement Policy #2014-30, Section 26. The fifteen (15) day protest period for timely Bidders shall begin on the day following contract award and will end at 5:00 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 to Bid 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.

Socorro County Purchasing
Attn. Sammie Vega, County Purchasing Agent
210 Park Street
Socorro, New Mexico 87801
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) and Socorro County Procurement Policy #2014-30.

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 D). Submission of a bid constitutes acceptance of the Terms and Conditions contained herein.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this ITB 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

Use of subcontractors must be clearly explained in the bid and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

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. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations. 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 ITB, including bid prices, 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 Socorro 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 ITB 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 ITB 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 ITB. 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 ITB should be used as the basis for the preparation of bids.

14. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix I, Services 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.

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 kick-backs.

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 ITB 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, at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in ITB

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

Not applicable.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any Agreement resulting from this ITB 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 Socorro.


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 the Socorro County Purchasing Department.

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. Packing, Shipping, & 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 Socorro County Finance Department, Attn. Accounts Payable and NOT to the using agency.

28. 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.

29. Use of Electronic Versions of this ITB

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

30. Award Rights

The County reserves the right to award this Invitation to Bid to the lowest overall cost (including option items) on an all or none basis.

31. 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. Addenda will be posted to the Purchasing Department web site (http://www.socorrocounty.net/departments/finance/purchasing/bid-documents) prior to the due date for the receipt of bids. 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 FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidder’s may submit only one (1) response to this ITB.

B. NUMBER OF COPIES

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

C. BID CONTENTS

All bids MUST contain the following four (4) items (failure to do so may result in your bid being deemed non-responsive):

1. **COMPLETED AND SIGNED** Bid Form (Appendix C)
2. **COMPLETED AND SIGNED** Letter of Transmittal Form (Appendix D)
3. **COMPLETED AND SIGNED** Campaign Disclosure Form (Appendix E)
4. **COMPLETED AND SIGNED** Resident Veterans Preference Certification Form (Appendix F)

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

5. 5% Bid bond in proper format
6. Licenses/certifications of compliance forms
7. Any other items REQUIRED in Section IV, SPECIFICATIONS AND REQUIREMENTS.

Bids MAY contain the following OPTIONAL items:

8. Resident Business Preference State of New Mexico Certificate (See Section I.F.1.)
9. Resident Veterans Preference State of New Mexico Certificate (See Section I.F.2.)
10. County Resident Business Preference Socorro County Certificate (See Section I.F.3.)

Failure of Bidder to complete & submit required bidding documents, in accordance with all instruction provided, is cause for rejection of their bid (A Bid Submittal Checklist is provided at Appendix H 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. The bid title, the bid number and the opening date and time should be 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 requirements and 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. 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 Chief Procurement Officer, in writing, at least seven (7) days prior to the bid opening date.

2. Special Conditions

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

   a. Building specifications & requirements;
   b. Inspections & testing;
   c. Insurance requirements; and
   d. Wage rates.

3. Response to Requirements

   Each mandatory requirement in Sections IV.D.1 through IV.D.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the bidder’s bid.

B. INTRODUCTION/SCOPE OF WORK

The scope of the procurement consists of identifying a Primary Contractor that can provide construction services for new concrete retaining wall structures for the road named Hummingbird, located in northern Socorro County off NM 116. GPS N34.52331 W-106.79874.

The Project consist of the following: Constructing two (2) new, formed in place concrete retaining walls as described in plans with specifications, constructed adjacent to county road on the right of way. All elements of site excavation, backfill, compaction and final grading will be performed by the Socorro Country Road Department in conjunction with the contractor selected to erect and place the concrete retaining walls.

This procurement will result in a fixed price, single source award.
C. DESIGN SPECIFICATIONS

See Appendix B for design specifications. Any deviance from specifications shall be approved by the Socorro County Road Superintendent prior to its implementation.

D. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form

Bidder must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their bid. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Bid Form

Bidder must complete and submit the “Bid Form”, found at Appendix C, with their bid. The form must be signed and dated by an individual authorized to contractually bind the firm.

3. Campaign Contribution Disclosure Form

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Socorro are BOCC Chair Pauline Jaramillo; BOCC Vice-Chair Martha Salas; Commissioners Manuel Anaya, Daniel Monette and Juan Gutierrez; Assessor Henry Jojola; Clerk Rebecca Vega; Probate Judge Darryl Cases; Sheriff William Armijo and Treasurer Tina Lujan.

4. Subcontractor Listing

Use of subcontractors must be clearly explained in the bid and each must be identified by name see Appendix G. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Bid Bond

Each bid shall be accompanied by a certified check or bid bond acceptable to Socorro County in the amount equal to at least five percent (5%) of the Bid, payable without condition to the County as guarantee that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bid and the other Contract Documents and will furnish good and sufficient bond for the faithful performance of the same and for the payment to all persons supplying labor and material for the Work. The bid guarantees of all Bidders, except the three lowest, will be returned within three days after the opening of Bids, and the remaining cash, checks of bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract.
6. NM Contractor License (copy)

Contractors submitting bids must have the appropriate State of New Mexico contractor license(s) required for the type of work they are proposing to do here. Bidders must include a copy of their license with their proposal.

7. Permits & Licenses

Unless otherwise agreed upon on a per-project basis, the Contractor is responsible to obtain and pay for all permits and licenses required services performed under this contract. This requirement includes, but is not limited to, all permits and fees required by the using agency and any local state, federal, or other public or private entities’ fees for permits and/or licenses. These costs should be factored into the bid total and invoiced as part of the project.

8. Delivery/Construction Completion

Construction will be completed and all invoices submitted to Socorro County by September 30, 2015, after this date the County will lose appropriations designated to this project. A statement of concurrence is required.

9. Construction and Materials Specifications

Construction will be performed in conformance to New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition (see Procurement Library Section I.G.).

Where alternate specifications exist, the decision as to which specification to use will be up to the Procuring Agency. A statement of concurrence is required.

10. Wage Rate Determinations

Contractor must agree to abide by the Wage Rate Determination, if the project bid value is over $60,000.00, obtained and provided by the Procuring Agency or its authorized agent prior to the start of any work. A statement of concurrence is required.

E. OTHER REQUIREMENTS

Bidder shall be required to submit any and all proposed/alternative bid terms and conditions with their bid submittal.
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 I 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 ITB. Bids deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Chief Procurement Officer 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 Lump Sum Base Price, the written price shall govern.

6. Determination of Lowest Responsive Bid
After completion of the bid tabulation, the County will examine the results to determine which Bidder offers the lowest responsive bid 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. To access go to www.socorrocounty.net and select the “Bids and RFPs” link on the right side of the page.

D. AWARD AND ORDER PROCESS

1. Contracts awarded as a result of this solicitation shall be awarded to the responsible Bidder who’s Base Bid and any accepted bid option represents the best value and is in the County’s best interest.

2. Contract Award. Upon selection for possible Contract award, the County will add the Contractor’s name and signatory information to the signed Contract (Appendix I) 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.

3. 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 the Socorro County Purchasing Department. 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 TO BID

CONSTRUCTION SERVICES
HUMMINGBIRD ROAD RETAINING WALL

Socorro County ITB #2015-02-402

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than close of business on July 16, 2015.

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

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 to Bid.

Please return to:

Sammie Vega
Socorro County Purchasing
P.O. Box I/210 Park Street
Socorro, NM 87801
Phone: 575.835.0589 ext. 1105
Fax: 575.835.4629
E-mail: svega@co.socorro.nm.us
Hummingbird Lane Road and Retaining Walls:
Socorro County, New Mexico

Drawing Index

S-1: Site Location & Elevations
511-80-1 Structural Wall Sections & Elev.
511-80-2 Reinforcing Bars Details and Schedules
511-80-3 Expansion assembly detail

General Notes:
1. Socorro County Road Department will provide earth moving equipment and operations for excavation, backfill and finish grading operations.
2. Excavation for backfill, compaction and road way to be coordinated with contractor's schedule.
3. Contractor to provide materials list of steel and concrete per specifications.
4. Site plan, specifications, and testing by Socorro County.
5. Material sampling and testing by Socorro County.

Keyed Notes:
1. New structural concrete retaining wall section
2. Existing landscape block wall in place
3. Concrete way to existing landscape block
4. New landscape block wall courses on top of existing
5. New landscape block wall with 1 course footing on compacted base
6. Finish grading and road surfacing by Socorro County Road Department.
7. Expansion joint per detail S11-80-3/3

APPENDIX B
PLAN AND DESIGN SPECIFICATION DRAWINGS
## WALL DIMENSIONS

<table>
<thead>
<tr>
<th>H</th>
<th>W</th>
<th>B</th>
<th>C</th>
<th>F</th>
<th>E</th>
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**CASE I – LEVEL FILL**

**REINFORCING BAR LIST**

- **#4H BARS**: 18"
- **#4V BARS**: 18" (SEE NOTE BELOW)
- **#4U BARS**: 12" (SEE NOTE BELOW)

**NOTE:** S3 BARS SHALL SPlice WITH S1 BARS WHEREVER THERE IS NO SPACING.

**TYPICAL WALL CROSS SECTION**

(for H = 4" to 12")

**TYPICAL WALL CROSS SECTION**

(for H = 13" to 16")

**onis:**

**SUMMARY OF CANTILEVER WALL STANDARD DRAWING**

- **S3, H, V, Y, F1, T, F2, F3, D BARS**

**REINFORCING BAR DETAIL**

**CONCRETE CYLINDERS**

**ROCK LBS.**

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**USE FOR S1 & S2 BARS**: S1 BARS, S2 BARS

**#4U BARS**: S3, H, V, Y, F1, T, F2, F3, D BARS

**DATE**: IM/94

**DRAWN**: IM/94

**CHECKED**: IM/94

**DESIGNED**: IM/94

**DEPARTMENT OF TRANSPORTATION STANDARD DRAWING**

**CANTILEVER RETAINING WALL**

**CASE I – LEVEL FILL**

**REINFORCING BAR DETAILS**

**NUMBER OF BARS CHANGE REQUIRED**

**NEW MEXICO**

**14072**

**511-80-3/3**

**2 of 3**
GENERAL NOTES:
1. STRUCTURAL STEEL SHALL CONFORM TO ASM A 36 UNLESS OTHERWISE NOTED ON THE DETAILS, AND SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH AASHTO M 111.
2. BEFORE AND AFTER THE CONCRETE OF THE WALL IS PLACED, THE CONTRACTOR SHALL ENSURE THAT THE CENTER LINES OF ALL EXPOSED ASSEMBLIES ARE ALWAYS KEPT LEVELLED AND 6" AWAY FROM THE OUTSIDE FACE OF THE WALL, AS SHOWN ON THIS DRAWING.
3. THE MATERIAL AND INSTALLATION COST OF 1/2" CLOSED CELL FOAM AND EXPANSION ASSEMBLIES SHALL BE CONSIDERED INCIDENTAL TO THE COST OF RETAINING WALL CONSTRUCTION AND NO DIRECT PAYMENT WILL BE MADE THEREFOR.
APPENDIX C

BID SHEET
HUMMINGBIRD ROAD RETAINING WALL STRUCTURES

Please offer your best price for the one Retaining Wall Structures at Hummingbird Road. The lump sum base bid for the services must include pricing for materials, equipment, labor, travel, if any, and fees for any required permitting, if applicable. Be advised that award may be made without discussion with Bidders on bids received.

BASE BID: Construction of Retaining Wall Structures at Hummingbird Road
(Northern Socorro County)

____________________________________________________ ($_____________________)  
(Written Amount: Base)  (Figures)

NMGRT (Socorro County @ 6.000%):

____________________________________________________ ($_____________________)  
(Written Amount: NMGRT)  (Figures)

TOTAL (BASE BID + NMGRT):

____________________________________________________ ($_____________________)  
(Written Amount: Total)  (Figures)
APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four 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:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Title</td>
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<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
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3. Bidder must identify any employee(s) or elected official(s) of Socorro 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 ITB.
- 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 ITB.

__________________________________________ _______________________, 2015
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
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 for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:_________________________
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:  __________________________________________
Relation to Prospective Contractor:  __________________________________________
Date Contribution(s) Made:  __________________________________________
Amount(s) of Contribution(s)  __________________________________________
Nature of Contribution(s)  __________________________________________
Purpose of Contribution(s)  __________________________________________

(Attach extra pages if necessary)

__________________________________________

Signature    Date

__________________________________________

Title (position)

--OR--

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

__________________________________________    _______________________

Signature        Date

__________________________________________

Title (Position)
APPENDIX F
RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

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

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

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

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

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

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

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

___________________________________________________    ____________________
(Signature of Business Representative)*                                              (Date)

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

SUBCONTRACTOR LISTING

General Contractor’s Name: ____________________________________________

The following subcontractors will work on the construction of this Project if my Bid is accepted. (Refer to NMSA 13-4-34 to 13-4-35) It is the Bidder’s responsibility to comply with the New Mexico Subcontractor’s Fair Practice Act. The listing threshold for the Project is $5,000.00.

<table>
<thead>
<tr>
<th>Category of Work</th>
<th>Subcontractor Name</th>
<th>City of County of Subcontractors place of business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
APPENDIX H
BID SUBMITTAL CHECKLIST

ITB #2015-02-402
HUMMINGBIRD RETAINING WALL STRUCTURES

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly completed 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 ITB and their response before submitting their bid to the County.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REFERENCE</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correct delivery address for bid?</td>
<td>I.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received all Addenda for bid?</td>
<td>II.C.31.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preference certificate included? (If bidder is qualified and desires preference eligibility for State and/or Local)</td>
<td>I.F. and III.C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Transmittal Form complete, <strong>SIGNED</strong> and included?</td>
<td>II.C.1 and Appendix D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Form complete, <strong>SIGNED</strong> and included?</td>
<td>III.C.1., IV.D.4., and Appendix C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Campaign Contribution Disclosure Form complete, <strong>SIGNED</strong> and included?</td>
<td>III.C.3., IV.D.3., and Appendix E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident Veterans Preference Certification Form complete, <strong>SIGNED</strong> and included?</td>
<td>I.F.2., I.G., III.C.4., III.C.9., and Appendix F</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor Listing Form complete and included?</td>
<td>II.C.4., IV.D.4., and Appendix G</td>
<td></td>
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<tr>
<td>5% Bid Bond included?</td>
<td>II.C.15., III.C.5., and IV.D.5.</td>
<td></td>
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<tr>
<td>NM Contractor License Included (copy)</td>
<td>III.C.6. and IV.D.6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery/Construction Completion Statement of Concurrence?</td>
<td>IV.D.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the bid sealed and clearly marked?</td>
<td>II.B.6. and III.E.</td>
<td></td>
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</tbody>
</table>
THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Socorro and ________________ hereinafter referred to as the “County” and ________________ hereinafter referred to as the "Contractor”, is effective as of the date set forth below upon which it is executed by the Authorized Signatory of Socorro County.

Distribution to:       Contract Number: 2015-02-402
  1 - County
  1 - Contractor

THE COUNTY:
Socorro County
P.O. Box 1
Socorro, NM 87801

Telephone: 575.835.0589

THE CONTRACTOR:


Telephone: ________________

For the following Project:

HUMMINGBIRD ROAD RETAINING WALL

This project consists of constructing two (2) new, formed in place concrete retaining walls as described in plans with specifications, constructed adjacent to county road on the right of way know as Hummingbird Road. All elements of site excavation, backfill, compaction and final grading will be performed by the Socorro County Road Department in conjunction with the contractor selected to erect and place the concrete retaining walls.

Architect/Engineer of Record:
RECITALS

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS, the County has let this contract according to the established purchasing procedures for contracts of the type and amount let; and

The COUNTY and the CONTRACTOR agree as set forth below.

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

Bid Form
This Agreement
Bid Packet № 2015-02-402
Performance Bond
Labor and Material Payment Bond
Agent's Affidavit
Certificate of Insurance
Assignment of Antitrust Claims
Notice of Award
Notice to Proceed
Conditions of the Contract (General, Supplementary, and Other Conditions)
Technical Specifications
Drawings
All Addenda Issued Prior to Execution of this Agreement
All Modifications Issued after Execution of this Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract for the following:
ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion and all invoices shall be submitted no later than September 30, 2015.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the County the amount of Two Hundred Dollars ($200.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 4 - CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of: ___________________________ Dollars $___________.

The Contract sum is determined as follows:

Base Bid $______________
Alternatives (if any) $__________
NM GRT @ 6.00 % $______________
Contract Sum $______________

ARTICLE 5 - PROGRESS PAYMENTS

NONE

ARTICLE 6 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the County. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

ARTICLE 7 - GENERAL AND SPECIAL PROVISIONS
A. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

B. Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

C. As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the County's approval of the Final Certificate of Payment.

D. The Contractor shall hold harmless and indemnify the County against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

E. This Agreement shall not become effective until approved by the County Manager on behalf of the Board of County Commissioners; and signed by all parties required to sign this Agreement.

F. The Contractor and his agents and employees are independent contractors and are not employees of the County. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

G. The Contractor, upon final payment of the amounts due under this Agreement, releases the County, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

H. The Contractor agrees not to purport to bind County to any obligation not assumed herein by County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

I. 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.

J. 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.

K. 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.

L. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by
certified mail - and addressed as shown on the title page of this Agreement.

M. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

N. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

O. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

P. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Q. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

R. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

S. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

T. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

U. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

V. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

W. Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation. **Enumeration of Contract Documents.**
X. The Contract Documents, which constitute the entire Contract between the County and the Contractor, are listed in Article 1 and, except for Addenda Issued Prior to Execution of this Agreement and Modifications issued after execution of this Agreement, are enumerated as follows:

The set of Construction Drawings consisting of 3 pages bearing the license stamp of the Architect/Engineer of Record and dated 4-10-12, and

The following actual documents and executed versions of sample documents bound in the Project Manual dated ____________________:

<table>
<thead>
<tr>
<th>Document</th>
<th>Pages</th>
</tr>
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<tbody>
<tr>
<td>Bid Form</td>
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<td>Agreement between County-Contractor</td>
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<td>Assignment of Antitrust Claims</td>
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<td>Notice of Award</td>
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<td>Notice to Proceed</td>
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<tr>
<td>Additional Conditions</td>
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<td>TECHNICAL</td>
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<tr>
<td>SPECIFICATIONS -</td>
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</tbody>
</table>
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

CONTRACTOR

By: ___________________________ Date: ___________________________

Contractor

Printed Name: ___________________________

Address: ________________________________________________________________

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SOCORRO

APPROVED, ADOPTED, AND PASSED on this ____ day of ________________, 2015.

_________________________________    _________________________________
PAULINE JARAMILLO, CHAIR          MARTHA SALAS, VICE-CHAIR
DISTRICT I                        DISTRICT II

_________________________________    _________________________________
MANUEL ANAYA, COMMISSIONER        DANIEL P. MONETTE, COMMISSIONER
DISTRICT III                      DISTRICT IV

_________________________________
JUAN JOSE GUTIERREZ, COMMISSIONER
DISTRICT V

ATTEST BY:

_____________________________________________________
REBECCA (BECKY) VEGA, COUNTY CLERK