Various Road Materials
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Socorro County is requesting sealed bids for road materials for road improvement projects located throughout the County of Socorro.

Bids may be held for ninety (90) days subject to all action by the County. Socorro County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the ITB title and number along with the Offeror's name and address clearly marked on the outside of the container.

All bids must be received by the deadline of 11:00 AM (Mountain Time) on Wednesday, May 6, 2015 at the Socorro County Manager’s Office, 210 Park Street, Socorro, New Mexico at which time and place the bid opening will start.

By submitting a bid for the requested services/items each Bidder is certifying that its bid complies with regulations and requirements stated within the Invitation to Bid.

ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SOCORRO COUNTY.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Invitation for Bid packages will be available by contacting Sammie Vega, Socorro County Procurement Officer at 210 Park Street, Socorro, NM 87801, by telephone at (575) 835-0589, or on our website at www.socorrocounty.net.
INTRODUCTION

1. Purpose of this Invitation to Bid
The County of Socorro (hereinafter the “County”), seeks sealed bids from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide various road materials to the County and other authorized state and local government users.

2. Summary Scope of Work
The scope of work consists of providing material requested in this procurement that complies with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry.

3. Scope of Procurement
This is a Price Agreement being conducted by the County of Socorro. The scope of the procurement consists of identifying one or more companies that can provide the products described herein. This procurement will result in the award of one or more indefinite quantity Price Agreements. Such Price Agreement(s) may be utilized by any state agency or local public body within the State of New Mexico in accordance with Section 13-1-129.A(2) NMSA 1978, unless otherwise prohibited by that agency’s local governing regulations, in addition to the County. The term of the Price Agreement(s) shall be for one (1) year. Unless otherwise terminated pursuant to the Price Agreement, the Price Agreement(s) shall automatically renew, on an annual basis, for up to three (3) additional one year terms. Under no circumstances will the term of the Price Agreement(s), including any extensions and renewals thereto, exceed four (4) years. This procurement may result in a multiple source award. Bidders should factor in this potential to offer the products and services called for here to cities, counties and state agencies throughout the State of New Mexico when developing their pricing and should strive to be as competitive as possible.

4. Procurement Manager
The County of Socorro has designated a Procurement Officer 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 Chief Procurement Officer in writing. Bidders may contact ONLY the Chief Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Socorro:

Sammie Vega
Chief Procurement Officer

<table>
<thead>
<tr>
<th>Delivery Address:</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>
5. 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
**BID INSTRUCTIONS**

1. All bids must be submitted on the "Bid Form" provided herein on pages 16 thru 19 of this Invitation to Bid (ITB).

2. All bids must be received no later than **11:00 AM (Mountain Time) on Wednesday, May 6, 2015 at the** Socorro County Manager’s Office, 210 Park Street, Socorro, New Mexico.

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, ITB 2015-06-402: VARIOUS ROAD MATERIALS** Bids that are not submitted in a sealed envelope or container will not be accepted.

4. Filing time marked or stamped on the sealed envelope or container by Socorro County shall be the official time of receipt of the bid.

5. All bids shall remain sealed until the date and time specified in the "Advertisement for Bids" on Page 3 of this bid package.

6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

7. Acknowledgement of Receipt Form
   Interested bidders should hand deliver or return by facsimile or by 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 close of business on **May 4, 2015**.

   The procurement distribution list will be used for the distribution of 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 offeror's organization name shall not appear on the distribution list.

8. Campaign Disclosure Form
   Bidders must complete and submit with their bid the Campaign Disclosure Form Appendix B".
GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.

2. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Socorro County.

3. **Delivery:** All desired product will be ordered by Owner and shall be delivered to the desired location, on an as needed basis.

4. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Socorro County.

5. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Socorro County is exempt from paying taxes on supplies and goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Office.

6. **Estimated Quantities:** All Bidders understand that any quantities stated in this ITB are estimated quantities and those actual quantities for the term of the contractor purchase may vary. Socorro County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this ITB are contingent upon available appropriated funding.

7. **Inspection and Acceptance:** Final inspection and acceptance of items, if applicable, will be made at the Contractor's destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
8. **Invoice Requirements:** The awarded Contractor(s) invoice shall be submitted in duplicate duly certified and contain at a minimum the following information to be acceptable to the County.

- Purchase order number - ITB number
- Invoice number
- Unit/Hourly prices with extended totals, if applicable
- Complete descriptions of goods and/or services rendered
- Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.

9. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.

10. **Cost Adjustment:** The contract between the County and the Contractor(s) will be a fixed-price contract with an economic price adjustment that can be adjusted once annually during contract renewal.

11. **Bidders Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this ITB by the County.

12. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

13. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

14. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Socorro County,
giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

15. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in these specifications. The awarded contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED

16. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Each request for interpretations shall be in writing addressed to Delilah Walsh, County Manager 210 Park Street Socorro, NM, 87801 or via fax at (575) 835-4627 and to be given consideration must be received at least five (5) working days prior to the date fixed for the receipt of bids.

17. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual may result in the elimination of the bidder's offer from consideration.

18. **ITB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the ITB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

19. **Brand Names and Model Numbers:** Specifications in this ITB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

20. **Item Description(s):** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County
determines such items to be equal in all material respects to the salient specifications of the products required.

21. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved the Bidder shall note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

22. **Evaluation and Determination of Product:** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.

23. **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 Bidder 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 Offeror must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

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


24. **Resident Veterans Preference:** Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please note Appendix C

The preference will be provided to those Bidders that provide Appendix C (completed and signed) and a valid Resident Veterans Preference Certificate.

25. **Local 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 Offerors that have provided a valid Socorro County resident business preference certificate with their bid, as required by Ordinance 2013-003 Section 6.
SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Socorro County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.

2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these items were sold to.

3. **Inspection of Work (If Applicable):** Representatives of the County of Socorro shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.

4. **Late Delivery (If Applicable):** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the goods and/or services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated. The following delivery terms and conditions apply to the item(s) described in the specifications:

   The goods and/or services shall be delivered to the place designated by the procuring agency, within thirty (30) days after receipt of the order (ARO).

5. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, not withstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.
6. **Order of Preference:** In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design (if applicable).

7. **Contract Terms and Conditions:** The contract between the County and the selected contractor will include this Invitation to Bid, its General Terms and Conditions, its Supplemental Terms and Conditions and the subsequent purchase order for the desired goods and or services. Should a Bidder object to any of the County's terms and conditions, as contained in this Invitation to Bid, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

8. **Method of Award:** The item(s) or services will be awarded to the lowest Responsible Bidder(s) meeting or exceeding the minimum required specifications for those items.
SPECIFICATIONS

This section details the minimum requirements and specifications for products or services sought by the County.

Specifications are taken from the New Mexico State Department of Transportation 2014 Edition of the Standard Specifications for Highway & Bridge Construction.

AGGREGATE

403.2 MATERIALS

403.2.1 General

Provide OGFC composed of aggregate, asphalt binder, and hydrated lime or anhydrite based material.

403.2.2 Aggregate

The aggregate is crushed stone or crushed gravel, composed of hard durable pebbles or fragments. Ensure the aggregate meets the grading requirements in Table 403.2.2:1, “OGFC Gradation Requirements,” when tested in accordance with AASHTO T 11 and AASHTO T 27. The Department will determine aggregate acceptance by testing samples of the combined aggregates and lime taken before adding asphalt materials.

TABLE 403.2.2:1

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2 inch</td>
<td>100</td>
</tr>
<tr>
<td>3/8 inch</td>
<td>90 – 100</td>
</tr>
<tr>
<td>No. 4</td>
<td>25 – 55</td>
</tr>
<tr>
<td>No. 10</td>
<td>0 – 12</td>
</tr>
<tr>
<td>No. 40</td>
<td>0 – 8</td>
</tr>
<tr>
<td>No. 200</td>
<td>0 – 4</td>
</tr>
</tbody>
</table>

Accepted aggregate Material must also meet the following requirements:

1. At least 75% of the Material retained in the No. 4 sieve will be composed of particles that have at least two Fractured Faces. Fractured Faces will be determined in accordance with NMDOT Method FF-1, Fractured Face Determination for Coarse Aggregate;

2. The aggregate is free of organic matter, lumps of clay, or other material that prevents thorough coating with asphalt Material;

3. The aggregate is obtained from a source with an AI of 20 or less when calculated in accordance with Section 910, “Aggregate Index;”

4. The Department will allow the combination of Materials from two or more sources to produce coarse aggregate only when each source independently meets the requirements of item 3, above.
COLD MIX ASPHALT

A. Mineral Aggregate.
1. The mix aggregate for cold bituminous plant mix shall consist of crushed stone meeting the quality requirements of ASTM D 692. The amount of the material finer than 200 mesh shall not exceed 1.0 percent. If all material finer than the 200 mesh sieve consists of the dust of fracture, essentially free from clay or shale; the percentages may be increased to 1.5.

The mix aggregate shall be as follows:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
</tr>
<tr>
<td>¾”</td>
<td>90 – 100</td>
</tr>
<tr>
<td>½”</td>
<td>–</td>
</tr>
<tr>
<td>3/8”</td>
<td>30 – 65</td>
</tr>
<tr>
<td>No. 4</td>
<td>5 – 25</td>
</tr>
<tr>
<td>No. 8</td>
<td>0 – 10</td>
</tr>
<tr>
<td>No. 16</td>
<td>0 – 5</td>
</tr>
</tbody>
</table>

B. Asphalt

Asphalt shall be Emulsified Asphalt, Grade AE-3 as specified in Section 904 of the Tennessee Department of Transportation Standard Specifications for Road & Bridge Construction.

C. Composition of Mixtures

The specified materials aggregate and bituminous material shall be combined in such proportions as to produce mixtures within the following master composition limits:

<table>
<thead>
<tr>
<th>Proportions of Total Mixture, Percent by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mineral Aggregate 93.0 – 95.0 percent</td>
</tr>
<tr>
<td>Emulsified Asphalt 5.0 – 7.0 percent</td>
</tr>
</tbody>
</table>

CRUSHER FINES

No material or rock over ½”

BASE COURSE

304.2 MATERIALS

304.2.1 Base Course consists of the following:
1. Crushed stone;
2. Crushed or screened gravel;
3. Caliche;
4. Sand;
5. RAP;
6. Processed glass aggregate; or
7. A combination of these materials.

Base course does not contain organic matter or other Deleterious Materials, including silt & clay balls.

The Department will allow a maximum of 10% (by weight) processed glass aggregate, uniformly distributed, in composite Base Course. Processed glass aggregate shall meet
physical properties & deleterious substance requirements in accordance with AASHTO M 318.
The following gradation requirements apply to aggregate materials:

**TABLE 304.2.1:1**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2 inch</td>
<td>100</td>
</tr>
<tr>
<td>3/8 inch</td>
<td>90 – 100</td>
</tr>
<tr>
<td>No.4</td>
<td>25 – 55</td>
</tr>
<tr>
<td>No. 10</td>
<td>0 – 12</td>
</tr>
<tr>
<td>No. 40</td>
<td>0 – 8</td>
</tr>
<tr>
<td>No. 200</td>
<td>0 – 4</td>
</tr>
</tbody>
</table>

Use the gradation, as shown in Table 304.2.1:1, “Base Course Gradation,” unless otherwise specified.
Ensure that at least 50% of the materials retained on the No. 4 sieve have at least two Fractured Face (FF) when evaluated by NMDOT Method FF-1, *Fractured Face Determination for Coarse Aggregate*. Provide Base Course with a maximum AI of 35 (calculated in accordance with Section 910, “Aggregate Index,”) a maximum LL of 25, and a maximum PI of 6. Determine the AI per source at the untreated natural aggregate source only.

**UNCLASSIFIED FILL**

**206.2 SELECT MATERIALS**
Select backfill material is composed of stone, crushed stone, crushed or screened gravel, caliche, sand, or a combination of these materials; and must be free of organic matter, silt, clay balls, lumps or stones (2-inch diameter or greater), and other Deleterious Materials. Provide materials that are in accordance with AASHTO soil classifications A-1, A-2-4, or A-3 as determined by AASHTO M 145, unless otherwise specified in the contract.

**RIP-RAP STONE**

4 to 8 inch.

**HOT MIX ASPHALT**

**423.2 MATERIALS**

**423.2.1 General**

HMA is a mixture of asphalt binder, aggregate, blending sand, mineral filler, and hydrated lime or anhydrite based material. The Department will allow RAP in HMA mixture as long as the resulting mixture conforms to all specification requirements unless otherwise prohibited in the Contract.
Size, uniformly grade, and combine aggregate fraction in accordance with the Contract. Test materials in accordance with applicable AASHTO methods, as modified by the
Department (if applicable) or other test procedures as directed by the Department. The State Materials Bureau will decide all questions pertaining to the interpretation of test procedures.

403.2.2 Aggregate
The aggregate gradation of the HMA mixture will meet the requirements of Table 423.2.2.1:1, “HMA Aggregate Gradation control Points.” The Project Manager may require, at no additional cost to the Department, wet preparation, per AASHTO T 146, Method A, if the Project Manager believes there are Deleterious Materials present in the aggregate stockpiles before aggregate gradation testing. The Contract will specify the type of HMA the Contractor is to use. The Department will allow the Contractor to combine Materials from two or more sources to produce aggregate only when each individual aggregate source meets all applicable quality requirements.

423.2.2.1 Gradation & Quality Requirements
TABLE 423.2.2.1:1

<table>
<thead>
<tr>
<th>HMA Aggregate Gradation Control Points</th>
<th>% Passing per HMA type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Size</td>
<td>SP-II Min Max</td>
</tr>
<tr>
<td>2 inch</td>
<td>- -</td>
</tr>
<tr>
<td>1-1/2 inch</td>
<td>100 -</td>
</tr>
<tr>
<td>1 inch</td>
<td>90 100</td>
</tr>
<tr>
<td>3/4 inch</td>
<td>- 90</td>
</tr>
<tr>
<td>1/2 inch</td>
<td>- -</td>
</tr>
<tr>
<td>3/8 inch</td>
<td>- -</td>
</tr>
<tr>
<td>No. 8</td>
<td>19 45</td>
</tr>
<tr>
<td>No. 200</td>
<td>1.0 7.0</td>
</tr>
</tbody>
</table>

PORTLAND CEMENT

509.2.2 Portland Cement
Use Type II, low alkali Portland cement in accordance with ASTM C 150 unless otherwise specified. If the results of the alkali-silica reactivity (ASR) mitigation tests required in Section 509.2.4.5 “Alkali-Silica Reactivity” are less than 0.10% for each of the individual aggregates in the mixture, the Department will waive the low-alkali requirement.
Socorro County is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Various Road Materials required on an “as needed” basis.

From: ____________________________________________

Name of Bidder

____________________________________________

City, State & Zip

Responding to Invitation for Bid No. 2015-06-402 due not later than 11:00 am, May 6, 2015, the undersigned Bidder agrees to furnish and deliver the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

_______________________________________________________________________

Vendor is to supply Various Road Materials on a Statewide basis in accordance with the specifications as set forth in this bid.

Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), less applicable New Mexico Gross Receipts Tax.

Vendor is responsible for all materials testing. A minimum of two samples per 500 tons processed will be required and 3 for amounts 501 tons or more. Sampling will be taken at the start, mid and end point of each batch process based on the tonnage. The lab report(s) will be supplied to the Procuring Agency prior to each delivery.

Delivery terms: All desired product will be ordered by Owner and shall be delivered to the desired location, on an as needed basis.

The contract is to be effective from date of execution to a period of 12-months from the effective date, and is renewable annually for a total of up to two (2) fiscal years. The contract will be awarded all, part, or none.

Please provide the following in strict accordance to the New Mexico State Department of Transportation 2014 Edition of the Standard Specifications for Highway & Bridge Construction for the product specifications:
### PRODUCT:

A. ½” Aggregate

<table>
<thead>
<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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B. Cold Mix Asphalt

<table>
<thead>
<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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C. Crusher Fines (material must not contain any rock over ½”)

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<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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D. Base Course

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<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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E. Unclassified Fill

<table>
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<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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F. Rip-Rap (4-8”)

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<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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G. Hot Mix
<table>
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<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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H. Portland Cement

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<tr>
<th>Unit Price Per Ton</th>
<th>Haul Price: Per Ton/ Per Loaded Mile</th>
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</table>
Having read the Socorro County Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions and examined the specification sheet(s) for the Invitation to Bid reference #2015-06-402 hereby submit the attached firm bid, which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**VARIABLE ROAD MATERIALS**

Signature:___________________  F.O.B. Point: Destination

Name Typed or Printed

Title

Firm Name

New Mexico Business Preference No.______

(certificate attached)

Telephone and Fax Number
APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

Various Road Materials
ITB# 2015-06-402

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders who elect to return this completed form with the intention of submitting a bid, will receive copies of County's written responses as well as ITB Addenda, if any are issued.

BIDDER:_______________________________________________________

REPRESENTED BY:________________________________________________

TITLE: PHONE NO:_________________________________________________

E-MAIL: FAX NO:_________________________________________________

ADDRESS: ______________________________________________________

CITY: - STATE: ZIP CODE:________________________________________

SIGNATURE:__________________  DATE:_______________________

The above name and address will be used for all correspondence related to the ITB. Bidder does / does not (CIRCLE ONE) intend to respond to this ITB.
Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

"Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the
administrative or solicitation expenses of a political committee that are paid by an
organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law,
daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the
public notice of the request for proposals and ending with the award of the contract or the
cancellation of the request for proposals. "Person" means any corporation, partnership, individual, joint venture, association or any
other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS: ________________________________

Contribution Made By:   ________________________________

Relation to Prospective Contractor:   ________________________________

Name of Applicable Public Official:  ________________________________

Date Contribution(s) Made:   ________________________________

Amount(s) of Contribution(s)   ________________________________

Nature of Contribution(s)   ________________________________

Purpose of Contribution(s)   ________________________________

(Attach extra pages if necessary)

________________________   _______________
Signature        Date

________________________
Title (position)
-OR-

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

_________________________________________   ________________
Signature                                             Date

_________________________________________
Title (Position)
APPENDIX C
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 bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

________________________________           _________________________________
(Signature of Business Representative)*           (Date)

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

SOCORRO COUNTY

PRICE AGREEMENT #2015-06-402

THIS PRICE AGREEMENT (“Agreement”) is made and entered into by and between the County of Socorro, _________________________, hereinafter referred to as the "County" and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

   a. The Contractor shall provide products and services to Procuring Agencies, on an “as needed” basis, in accordance with the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference at prices not to exceed those indicted in the “Price Schedule” submitted with Contractor’s bid, also incorporated herein by reference.

   b. This is not an exclusive Price Agreement. Procuring Agencies may obtain products and services from other sources during the Price Agreement term. Socorro County makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

2. **Compensation.**

   All payments under this Price Agreement arc subject to the following provisions:

   a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the products or services provided comply with the Purchase Order and any specifications contained therein. No payment shall be made for any product or service until the product or service has been accepted in writing by the Procuring Agency. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) calendar days from the date the Procuring Agency receives written notice (Contractor's Invoice) from the Contractor that payment is requested for products or services, the Procuring Agency shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the products or services.

   b. Rejection - Unless the Procuring Agency gives notice of rejection within the fifteen (15) calendar day acceptance period, the product or service will be deemed to have been accepted. If the product or service is deemed unacceptable within the fifteen
(15) calendar day acceptance period the Procuring Agency shall notify the Contractor of the rejection and the reason for the rejection. Upon rejection and notification of the reason for rejection, the Contractor shall have ten (10) calendar days to cure unless a different cure period is agreed to in writing by both parties. At the end of such cure period, the Procuring Agency will again determine whether the product or service is acceptable and provide written notice within fifteen (15) calendar days of receipt of the corrected product or service. If the product or service is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Procuring Agency if such a remediation plan is requested by the Procuring Agency. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the products or services under the terms of this Agreement and available at law or equity. In the event that a product or service must be resubmitted more than twice for Acceptance, the Contractor may be deemed as in breach of the Purchase Order, at the sole discretion of the Procuring Agency. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate the Purchase Order.

c. Compensation - The approved maximum prices to be paid for products and services rendered are contained in the Price Schedule.

d. Receipt of Invoice - All invoices must be received by the Procuring Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date may not be paid at the sole discretion of the Procuring Agency.

e. Payment of Invoice - Upon certification by the Procuring Agency that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Procuring Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Payment will be made to the Contractor's designated mailing address.

f. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

g. Invoices - Invoices shall be submitted to the Procuring Agency or designee of the Procuring Agency.

h. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies
and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

3. **Term.**
   The term of this Agreement shall be for one (1) year from the date of approval by the Purchasing Agent and the Socorro County Board of County Commissioners. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), this Agreement shall automatically renew, on an annual basis, for up to three (3) additional years. Under no circumstances shall the term of this Agreement, including all extensions and renewals thereto, exceed four (4) years.

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

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

5. **Appropriations.**
   The terms of this Price Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the governing body of the
Procuring Agency for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may terminate its obligation under a Purchase Order if sufficient appropriations and authorization are not made by the governing body of the Procuring Agency to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent products or services from a third party.

6. **Status of Contractor.**

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

7. **Assignment.**

   The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. **Subcontracting.**

   Subcontracting is allowed under this Agreement. However, no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County or a Procuring Agency. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. **Release.**

   The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

10. **Confidentiality.**

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

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

12. **Conflict of Interest: Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

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

   B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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

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

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Judicial District of the Participating Agency. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Disclaimer and Hold Harmless.**

Neither the Participating Agencies nor any the Procuring Agency shall be liable to the Contractor, or the Contractor’s successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Participating Agencies and all Procuring Agencies harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by any Participating Agency or Procuring Agency in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. **Indemnification.**

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

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

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

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

25. **Lobbying.**
   No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

26. **Limit of Liability.**
   The contractor's liability to the County, or any Procuring Agency, for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of the claim at issue. The foregoing limitation does not apply to the paragraphs entitled “Indemnification” and “Patent, Copyright, Trademark and Trade Secret Indemnification” of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will the contractor be
liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

27. **Succession.**
   This agreement shall extend to and be binding upon the successors and assigns of the parties.

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

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

30. **Notice to Proceed.**
   It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Socorro County Manager, if the amount of the contract is $10,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

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

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

33. **Incorporation and Order of Precedence.**
ITB No. 2015-06-402 and the contractor's bid are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation to Bid;

34. **Escalation Clause.**

The Contractor may request a price escalation due to increased cost to the Contractor annually on the anniversary of award of the Price Agreement. Price escalation shall be limited to the lesser of (A) the percentage change in the Contractor’s published commercial prices, for the same services, during the previous twelve (12) month period or (B) the percentage change in the Consumer Price Index described below (“CPI”) during the previous twelve (12) month period, based on most recently available government data.

The index to be used for any such CPI calculation is the “All Items” index of “Consumer Price Index for All Urban Consumers (CPI-U)”, Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently be found by going to: “http://www.bls.gov/cpi/tables.htm”. Under “CPI Detailed Report Tables” select the link for the most recently available “CPI Detailed Report (complete text and tables)”. Table 3 is contained within that report. The specific number to be used for calculations shall come from the “Unadjusted percent change” column. These requirements and limitations shall continue to apply should the U.S. Department of Labor change their web site such that these directions are rendered invalid.

35. **Notices.**

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

To the Participating Agency: [insert name, address, telephone & email].

To the Contractor: [insert name, address, telephone & email].
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature of all parties.

CONTRACTOR

By: ________________________________
Date: ______________________________
Contractor

Printed Name: ________________________________

Address:

________________________________________
SOCORRO COUNTY

APPROVED, ADOPTED, AND PASSED on this ___ day of __________, 2015.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SOCORRO

_________________________________
PAULINE JARAMILLO, CHAIR
DISTRICT I

_________________________________
MARTHA SALAS, VICE-CHAIR
DISTRICT II

_________________________________
MANUEL ANAYA, COMMISSIONER
DISTRICT III

_________________________________
DANIEL P. MONETTE, COMMISSIONER
DISTRICT IV

_________________________________
JUAN JOSE GUTIERREZ, COMMISSIONER
DISTRICT V

ATTEST BY:

_________________________________
REBECCA (BECKY) VEGA, COUNTY CLERK

By: ________________________________
Date: ______________________________
Socorro County Purchasing Agent
Attachment 1

Scope of Work

The CONTRACTOR shall deliver products and services to a Procuring Agency which issues a valid Purchase Order at prices not to exceed those shown in the Contractor’s Price Schedule. Procuring Agencies reserve the right to negotiate lower pricing upon mutual agreement of the parties.