

**COUNTY OF MCKINLEY
P. O. BOX 70
GALLUP, NM 87305-0070
(505) 722-3868
(505) 863-6362 FAX**



MCKINLEY COUNTY

OVERHEAD DOOR REPAIR SERVICE

**INVITATION TO BID # 2023-04
Opening: Thursday, May 04, 2023
2:00 p.m.**

Contact: Michelle Esquibel, Senior Procurement Buyer

ADVERTISEMENT FOR BIDS

PUBLIC NOTICE is hereby given that the County of McKinley will receive competitive sealed bids for **IFB #2023-04 Overhead Door Repair Service** until **Thursday, May 4, 2023 at 2:00 P.M., Local Time**, at which time bids will be opened and publicly read aloud in the County Commission Chambers, and as more particularly set out in the specifications, copies for such may be obtained from the Procurement Department, 207 West Hill Street, Gallup, New Mexico, 87301, or McKinley County website: www.co.mckinley.nm.us . McKinley County reserves the right to accept or reject any or all bids and to waive informalities. For more information please contact Michelle Esquibel at (505) 722-3868, Ext. 1010. **The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.**

DATED this 7th day of April, 2023 BY: /s/ Robert Baca
Chairperson, Board of Commissioners

PUBLISHED: Friday, April 7th, 2023, The Gallup Sun

County of McKinley

207 West Hill Avenue
Gallup, New Mexico 87301
505-722-3868
Fax 505-863-6362



McKINLEY COUNTY

Commissioner, Dist. 1
Danielle Notah

Commissioner, Dist. 2
Walt Eddy

Commissioner, Dist. 3
Robert Baca

Manager
Anthony Dimas Jr.

INVITATION FOR BIDS

THE COUNTY OF MCKINLEY IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: OVERHEAD DOOR REPAIR SERVICE
IFB NO.: 2023-04
OPEN: Thursday May 4, 2023 2:00 p.m. Local Time

FOR ADDITIONAL INFORMATION CONTACT:

Michelle Esquibel, SENIOR PROCUREMENT BUYER
PHONE: (505) 722-3868, Ext. 1010

THE OFFICE OF THE MANAGER, COUNTY OF MCKINLEY, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL
OFFICE OF THE MANAGER
COUNTY OF MCKINLEY
207 WEST HILL AVENUE
GALLUP, NM 87301

HAND CARRIED
OFFICE OF THE MANAGER
COUNTY COURTHOUSE, 3RD FLOOR
207 WEST HILL AVENUE
GALLUP, NM 87301

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

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SUPPLEMENTAL TERMS AND CONDITIONS: These are supplemental to the standard terms and conditions of this bid. Read and retain them for your records. DO NOT RETURN IT WITH YOUR BID.	PAGES 18-19
RESIDENT VETERANS PREFERENCE CERTIFICATION If applicable return this form with your NM Resident Veteran Bidder's certificate	PAGE 21
SPECIFICATIONS: All bidders must comply fully with these specifications. Return the Specification pages with your bid indicating compliance or non-compliance with each specification.	PAGE 22-27
PRICING PROPOSAL FORM: These pages provide an area for data about your bid including delivery date, discounts, residence preference number, compliance agreement, acknowledge amendments, and prices offered. <u>THEY MUST BE COMPLETED IN FULL AND RETURNED WITH YOUR BID TO THE COUNTY OF MCKINLEY PROCUREMENT DEPARTMENT FOR EVALUATION.</u>	PAGES 30-31
SPECIFICATIONS EXCEPTION FORM: Complete and return this form with your Bid indicating with your signature whether your bid does or does not meets all specifications, and describe any exceptions.	PAGES 32

OFFERER'S CHECK LIST

THIS CHECK LIST IS OFFERED AS AN AID IN COMPLETING YOUR BID. ***YOU ARE NOT REQUIRED TO RETURN IT WITH YOUR BID.*** IF THERE ARE QUESTIONS ABOUT THIS INVITATION FOR BID, PLEASE CALL THE PROCUREMENT DEPARTMENT AT (505) 722-3868 FOR ASSISTANCE.

1. ACKNOWLEDGEMENT OF RECEIPT OF BID - Page 6
Please return this form by **April 13, 2023**
2. NEW MEXICO RESIDENT BIDDER OR NEW MEXICO RESIDENT VETERAN BUSINESS CERTIFICATE IF APPLICABLE (IN ORDER TO RECEIVE NM PREFERENCE)
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7. PRICE PROPOSAL FORMS – Pages 30 & 31
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(Acknowledge receipt by returning signed copy of addendum with your bid or initialing on page 30)

RETAIN THIS FORM FOR YOUR RECORDS

ACKNOWLEDGEMENT OF RECEIPT OF BID

In acknowledgment of receipt of this Bid the undersigned agrees that they have received a complete copy of the bid consisting of **thirty-two (32)** pages.

The acknowledgment of receipt should be signed and returned to the Procurement Office as soon as possible but no later than 5:00 P.M. local time on **April 13, 2023**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal are guaranteed to receive copies of all written questions and the County's written responses to those questions, as well as copies of Amendments, if any are issued.**

FIRM: **DOES** **DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM NAME: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO _____

FAX NO.: _____

ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to this Bid.

Return this form to:
(by fax or email acceptable)

McKinley County Procurement Department
Michelle Esquibel
207 West Hill
Gallup, New Mexico 87301
(505) 722-3868
(505) 863-6362 Fax
Email: michelle.esquibel@co.mckinley.nm.us

Please return this form by April 13, 2023

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

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

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

2. **DEFINITIONS:** As used in this bid, the definitions of the Public Procurement Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Procurement Department for soliciting offers to provide goods, services or construction.

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

 - C. **"Contractor"** means a bidder who has been awarded a contract.

 - D. **"County"** means the County of McKinley, New Mexico.

 - E. **"Purchase Order"** means a document issued by the Procurement Office directing the Contractor to deliver goods, services or construction.

 - F. **"Procurement Office"** means the Procurement Department of the Office of the Manager of the County.

 - G. **"Procurement Officer"** means the person charged with the responsibility of administering the solicitation.

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

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

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

 - K. **"Successful Bidder"** means the lowest Responsible Bidder submitting a responsive bid to whom McKinley County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the County.

3. PREPARATION OF BID:

- A. **Submission:** All Bids must be submitted on the Invitation for Bid forms enclosed, or a reasonable facsimile. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

SUBMISSION OF BID:

1. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
2. Hand Carried: Bids may be hand carried to the Procurement Department on the Third Floor of the County Courthouse, 207 West Hill Avenue, Gallup, New Mexico.
3. Mailed: Bids may be mailed to the attention of the Procurement Department, County of McKinley, West Hill Avenue, Gallup, New Mexico 87301. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.
4. Receipts: Receipts for hand delivered bids shall be issued by the Office of the Manager (upon request) for bids, which are hand carried.
5. Envelope Preparation: The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
 - 1). Name of Bidder
 - 2). Bid Number assigned by the County to the Invitation for Bids
 - 3). Opening date as identified on the bid or subsequent addendaFailure to properly label your envelope shall not constitute a liability on the part of the County should the envelope be subsequently mishandled or misplaced.
6. No Other Methods of Bid Delivery: Neither telephone, telegraphic, emailed, faxed, or any electronically transmitted bids shall be accepted.

- B. **Preparation Method:** All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.

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

Typographical errors, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the New Mexico Procurement Statutes and Regulations, and County Procurement Policy.

- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated on the Specification Exception form. Time, if stated in number of days, will be consecutive calendar days.

- E. **Payment Terms:** The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or

construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.

- F. **Freight Policy:** Freight will be F.O.B. Destination As indicated on the Invitation for Bids form, Freight Prepaid, unless otherwise specified in this Bid.
- G. **Taxes:** Bidders shall not include any applicable gross receipts taxes in its offered price, The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply. The County is non-taxable on tangible goods.
- H. **New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. **Warranty:** Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

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

- J. **Brand Names:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed.

If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacture's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid. Unless the bidder clearly indicates in his bid that he is offering an "equal" product his bid shall be considered as offering the brand name referenced in the specifications.

- K. **Equivalents:** Specifications, as included in this Bid, are intended to indicate the requirements of McKinley County and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted. Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The County will be the sole entity to determine the acceptance or non-acceptance of any equivalents.

- L. **Minor Or Technical Irregularities:** Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived, except where otherwise noted, as long as the proposed material meets the intent of the specifications. Therefore, exceptions may be accepted if they are minor, and provided they are listed and fully explained on the Exceptions form. The County will be the sole entity to determine the acceptance or non-acceptance of any such modifications to the bid and this determination shall be final
- M. **Exception to Specifications:** Bidders are to state any exceptions taken to this Bid on the Specifications Exception form, Page **32**. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.
- N. **Indemnity:** The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- O. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- P. **Public Inspection:** Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
- Q. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.
- R. **Permits and Licenses:** If applicable Bidder shall be licensed for the work required, and shall obtain all necessary permits and pay any associated fees.

4. ETHICAL CONDUCT & DEBARRMENT: By submitting its bid in response to this invitation, the bidder certifies that:
- A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
 - B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
 - C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
 - D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and
 - E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.
 - F. By submitting this bid/proposal, the bidder/proposer warrants and certifies that they are eligible to submit a bid/proposal because they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local government department or agency.

5. REQUESTS FOR EXPLANATIONS BY BIDDERS:

- A. Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Procurement Department not less than seven (7) working days before the bid opening date, or by **April 20, 2023**. Direct all inquiries to Michelle Esquibel at 505-863-6362 (Fax), or email michelle.esquibel@co.mckinley.nm.us
- B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Procurement Department must issue any official explanations, in writing.

6. ADDENDA:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Procurement Department in the form of a written addendum. Any oral or written representation made by any person that materially changes any portion of the solicitation shall not be relied upon unless subsequently ratified by written addendum to this solicitation issued by the Procurement Office. For a determination as to whether any representation requires that an addendum be issued, contact the Procurement Office.

Any addenda shall become a part of this bid and should be acknowledged on page **30** of the bid, or by being signed and returned with the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Procurement Department to obtain information regarding any addenda issued. Addenda will also be posted on the County website at www.co.mckinley.nm.us/purchasing.htm . Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

7. CLARIFICATION OF BIDS:

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted. Failure on the part of the bidder to timely submit clarifications or requested information will be cause for rejection of the bid.

8. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person, or by delivering written or telegraphic notice at any time prior to the scheduled opening of bids.

9. DISQUALIFICATION OF BID:

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

- A. In the past the bidder has failed to comply with previous contractual commitments or bids to the County.
- B. In the opinion of the County the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.
- C. The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.
- D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.
- F. The bidder did not, at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.
- G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.
- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.
- I. Bid was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.
- J. The County determines that a bid contains any misrepresentations whatsoever.

9. REJECTION/CANCELLATION OF BIDS:

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

10. NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

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

11. OPENING OF BIDS:

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

12. BID ANALYSIS:

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

13. AWARD OF CONTRACT:

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

B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in price and is the most advantageous to the County, specifications and other factors considered. The County reserves the right to award a contract based on this Bid in total, or by group of items, on the basis of individual items, or any combination of these as may be stated in the Supplemental Conditions, which in the judgment of the Procurement Officer best serves the interests of the County.

Bids will be considered only from firms which are regularly engaged in providing the type of materials or services described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate County staff.

C. Quantities: Quantities listed are for bidding purposes and are an estimate of the County's needs on an annual basis. Actual quantities may vary, and the County does not guarantee any minimum quantity.

The County reserves the right to surpass the terms of this bid if bid prices exceed the purchase price on the open market.

D. Contract Changes: In no case shall a contract be changed without the prior written approval of the Procurement Officer.

E. **LOCAL AND RESIDENT PREFERENCE:** In accordance with County Ordinance, a local preference may be afforded a bidder who qualifies as a McKinley County resident business as defined by the McKinley County Ordinance. The preference factor for McKinley County resident bidders is 3.5%. For information on how to apply for the McKinley County resident bidder preference contact the McKinley County Procurement Office at (505) 722-3868. **You must submit a copy of your *McKinley County Resident Business Certificate* with your bid to be considered for the local preference**

The State of New Mexico and McKinley County also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must submit a copy of your *State of New Mexico Resident Business or Resident Veterans Business Certificate* with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to

download applications, go to: www.tax.newmexico.gov , select “Forms and Publications” and click on “Recently Updated”. The State of New Mexico Resident Business or Resident Veterans Business preferences are not cumulative and bidders will be entitled to only one.

The applicable McKinley County Resident Business preference and either the State of New Mexico Resident Business or Resident Veteran’s Business Preference will be factored into bid prices where applicable. The Mckinley County preference and the **State of New Mexico Resident Business or Resident Veterans Business** are cumulative and bidders will have both the McKinley County preference and either the **State of New Mexico Resident Business or Resident Veterans Business preference applied.**

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

15. DELIVERY, ACCEPTANCE AND GUARANTEE:

- A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the County Procurement Department.
- B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part, and to recover from the vendor any damages suffered because of said breach.

Delayed Delivery: Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Procurement office, stating all relevant information with respect thereto. Such notice shall not in any way constitute approval for an extension of the delivery or performance schedule or be construed as a waiver by the County of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

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

16. INSPECTIONS:

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

- C. Substitutions: Any material substituted from that originally bid shall have the prior approval of the County before shipping to the County. If a Purchase Order is issued and upon receipt the material does not meet specifications, the County will return the material freight collect, and may at its option cancel the order.

17. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, and shall be itemized unless otherwise specified in this Bid. All goods or services must be billed to the County and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Procurement Department immediately. Invoices are to be mailed to: McKinley County, Board of Commissioners, Accounts Payable, P.O. Box 70, Gallup, New Mexico 87305-0070. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (505) 722-3868.

No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment made for the delivery of the item(s) in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County, nor conclusive, should it subsequently develop the Bidder has 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, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

18. TERMINATION FOR LACK OF APPROPRIATIONS:

Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

19. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

McKinley County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The "Contractor" agrees to comply strictly with the policies of "County", as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The "Contractor" agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the "Contractor" fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the "County" may terminate this agreement.

20. OSHA REQUIREMENTS IN EMPLOYMENT:

McKinley County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the McKinley County Loss Control Manual as if an employee of McKinley County.

21. PROTEST PROCESS:

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

B. **PROTEST BOND:** A Protest Bond in the amount of Eight Hundred (**\$800.00**) Dollars from a surety company authorized to do business in this state, or in the form of a cashier's check made payable to **McKinley County**, or cash shall be included with the timely protest to cover the County's administrative costs incurred to administer the protest. In the event that the protest is upheld the Protest bond shall be returned to the protesting bidder. If the protest is disallowed then the protesting bidder will forfeit the bond to McKinley County.

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

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

E. The Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

- 1) State the reasons for the action taken; and
- 2) Inform the Protestant of the right to judicial Review of the determination pursuant to 13-1-183 NMSA 1978.

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

22. EXISTING AGREEMENT:

Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and McKinley County accepts no responsibility for other entities.

23. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

24. BRIBES, GRATUITIES, AND KICKBACKS:

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

McKinley County reserves the right to cancel the bid, or reject any or all bids in whole or in part, to waive minor irregularities or technicalities in the bid, and to accept the proposal it deems to be in the best interest of the County.

SUPPLEMENTAL TERMS AND CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

BID DOCUMENTS:

BID DOCUMENTS MAY BE RETRIEVED BY ACCESSING PROCUREMENT PAGE OF THE MCKINLEY COUNTY WEBSITE, WWW.CO.MCKINLEY.NM.US, BY CALLING (505) 722-3868 OR VISITING THE CENTRAL PROCUREMENT OFFICE AT 207 WEST HILL STREET, GALLUP, NM 87301.

THE COUNTY WILL NOTIFY BIDDERS OF RECORD OF AMENDMENTS/ADDENDA THAT ARE ISSUED. IF YOU ARE NOT A BIDDER OF RECORD FOR THE SOLICITATION, OR IF YOU HAVE DOWNLOADED A COPY OF A SOLICITATION FROM OUR WEBSITE, IT SHALL BE YOUR RESPONSIBILITY TO CHECK OUR WEBSITE FREQUENTLY FOR COPEIS OF ANY ADDENDA/AMENDMENTS OR CORRESPONDENCE CONCERNING THE SOLICITATION. FAILURE TO ACKNOWLEDGE ALL ADDENDAA COULD RESULT IN REJECTION OF YOUR BID/PROPOSAL AS NON-RESPONSIVE. IN THE CASE OF AN INCONSISTENCY BETWEEN INFORMATION ON THIS SITE AND THE PURCHASING FILE DOCUMENT, THE FILE DOCUMENT SHALL PREVAIL.

ELECTRONIC COMMUNICATIONS:

COMMUNICATIONS REGARDING THIS PROCUREMENT, INCLUDING ISSUANCE OF ANY AMENDMENTS, MAY BE CONDUCTED BY ELECTRONIC MEANS (E-MAIL OR FAX). HOWEVER, ELECTRONIC SUBMITTALS OF THE PROPOSAL WHETHER BY FAX, EMAIL OR OTHER ELECTRONIC MEANS ARE NOT ACCEPTABLE AS NOTED IN THE GENERAL CONDITIONS.

PROMPT PAYMENT DISCOUNTS:

EXCEPT IN THE CASE OF TIE BIDS, PROMPT PAYMENT DISCOUNTS SHALL NOT BE CONSIDERED IN COMPUTING THE LOW BID. SUCH DISCOUNTS MAY BE CONSIDERED AFTER AWARD OF THE CONTRACT.

ACKNOWLEDGMENT OF RECEIPT OF BID:

THE ACKNOWLEDGMENT OF RECEIPT SHOULD BE SIGNED AND RETURNED TO THE PROCUREMENT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 5:00 P.M. LOCAL TIME ON **04/13/2023**. **ONLY POTENTIAL BIDDERS WHO ELECT TO RETURN THIS FORM COMPLETED WITH THE INDICATED INTENTION OF SUBMITTING A BID WILL RECEIVE COPIES OF ALL WRITTEN QUESTIONS AND THE COUNTY'S WRITTEN RESPONSES TO THOSE QUESTIONS AS WELL AS COPIES OF AMENDMENTS, IF ANY ARE ISSUED.**

VISIT SITE OF WORK:

ALL BIDDERS ARE ENCOURAGED TO VISIT THE SITES OF THE WORK AND TO FAMILIARIZE THEMSELVES WITH THE DIFFICULTIES INVOLVED. FAILURE TO DO SO IS ENTIRELY AT THE RISK OF THE CONTRACTOR AND WILL NOT BE RECOGNIZED AS A BASIS OR CLAIM FOR EXTRA COMPENSATION.

DESIGN CONFORMANCE; OSHA

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF A BID MADE IN RESPONSE TO THIS REQUEST SHALL BE IN CONFORMANCE WILL ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

FREIGHT:

DELIVERY WILL BE FOB DESTINATION

GUARANTEED PERFORMANCE:

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS BID, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PROCUREMENT OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

INSPECTION OF MATERIALS:

THE COUNTY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE BIDDER THROUGH A CONTRACT RESULTING FROM THIS BID TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE COUNTY CONSIDERS NECESSARY.

MANUFACTURER'S INFORMATION:

ANY BID MADE IN RESPONSE TO THIS INVITATION MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MY RESULT IN REJECTION OF THE BID.

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE BIDDER SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY.

BRIBES, GRATUITIES, AND KICKBACKS:

THE PROCUREMENT CODE, SECTIONS 13-1-28 THROUGH 13-1-199, NMSA, 1978 IMPOSES CIVIL AND CRIMINAL PENALTIES FOR CODE VIOLATIONS. IN ADDITION THE NEW MEXICO CRIMINAL STATUES IMPOSE FELONY/PENALTIES FOR ILLEGAL BRIBES, GRATUITIES AND KICKBACKS.

ESCALATION CLAUSE:

AN ESCALATION CLAUSE IS USED AS PART OF THE BID PROPOSAL IN ACCORDANCE WITH THE TERMS OF THE ESCALATION CLAUSE ON **PAGE 20** OF THIS BID.

CERTIFICATES OF INSURANCE:

CONTRACTOR SHALL FURNISH CERTIFICATES OF INSURANCE IN THE AMOUNTS STATED IN THE BID AND ON FORMS ACCEPTABLE TO THE COUNTY PRIOR TO AWARD OF THE BID AND COMMENCING SERVICES. THE CERTIFICATES SHALL SPECIFICALLY PROVIDE THAT THE COVERAGE AFFORDED UNDER THE POLICY OR POLICIES WILL NOT BE CANCELED OR MATERIALLY CHANGED UNLESS PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO COUNTY.

ADDITIONAL BONDS AND INSURANCE:

PRIOR TO DELIVERY OF THE EXECUTED AGREEMENT BY COUNTY TO CONTRACTOR, COUNTY MAY REQUIRE CONTRACTOR TO FURNISH SUCH OTHER BONDS AND SUCH ADDITIONAL INSURANCE, IN SUCH FORM AND WITH SUCH SURETIES OR INSURERS, AS COUNTY MAY REQUIRE. IF SUCH OTHER BONDS OR SUCH OTHER INSURANCE ARE SPECIFIED BY WRITTEN INSTRUCTIONS GIVEN PRIOR TO OPENING OF BIDS/PROPOSALS, THE PREMIUMS SHALL BE PAID BY CONTRACTOR; IF SUBSEQUENT THERETO, THEY SHALL BE PAID BY COUNTY (EXCEPT AS OTHERWISE PROVIDED).

METHOD OF AWARD:

THE AWARD, IF MADE, WILL BE MADE TO THE BIDDER SUBMITTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID ON A **TOTAL ALL OR NONE**, WHICH IN THE JUDGMENT OF THE PROCUREMENT OFFICER, BEST SERVES THE INTERESTS OF THE COUNTY.

ESCALATION CLAUSE

The Escalation Clause is not intended to allow any increase in profit margin, **only** to compensate for actual cost increases. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, the County shall receive the benefit of such reductions. Price increases will not be retroactive to orders already placed, or to backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Price escalations may be considered only under the following conditions:

- A. Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.
- B. All requests for price increases shall be in writing and accompanied by:
 - 1.) a letter from the Contractor's supplier certifying the price increase to the Contractor; or
 - 2) evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
- C. All invoices of the offered items, including from suppliers to the bidder, shall be subject to auditing by the County and furnished without delay upon request.
- D. The County reserves the right to purchase on the open market or cancel a contract resulting from this request and/or solicit a new contract if the escalated price is above the current open market price for the same item. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Procurement Office of the County, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for the remaining period of the contract year after acceptance in writing from the County.
- G. The Offeror shall be limited to a maximum of one **(1)** price escalation per contract year unless otherwise specified in this request.
- H. The Offeror shall provide to the County written notice of any requested price changes, which shall become effective upon acceptance by the County of McKinley.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the County through a contract resulting from this request, the Offeror is responsible for notifying the County of such de-escalations, and passing those price changes on to the COUNTY immediately.

RESIDENT VETERANS PREFERENCE CERTIFICATION

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

_____ (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 giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Procurement 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 Procurement 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 rescindment of the procurement involved if the statements are proven to be incorrect.

SCOPE OF WORK & SPECIFICATIONS

SCOPE OF WORK, SPECIFICATIONS, CONTRACTUAL TERMS

I. REQUIREMENTS

McKinley County (County) is requesting bids from qualified Bidders to provide on-call maintenance and repair services on overhead doors at McKinley County facilities. The Contractor, in addition, shall provide emergency and routine replacement and/or repairs on a time and material basis. Work done under this Contract shall be performed at various existing facilities in McKinley County.

This is an indefinite quantity, multi- term contract.

All material or services quoted must meet or exceed County's specifications. Bidder's must possess any required licenses or certifications and shall be required to pay all fees for licensing, certification, or permit fees.

The Contractor shall provide all supervision, labor and materials necessary for the completion of this contract in the manner specified and for the specified price and to the satisfaction of the County. No letter, stipulation or exception submitted with the Bid shall modify the terms of this Contract.

II. SCOPE OF WORK & SPECIFICATIONS

SCOPE: The contractor shall provide maintenance and repair services for overhead garage doors on an on-call and/or emergency basis as the need arises at any of the County locations listed in this Invitation for Bids.

WORKING HOURS: The Contractor will only be permitted access to the County's facilities between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except on holidays observed by the County when the Contractor will not have access. The Procurement Manager, upon prior request will consider occasional exceptions to the above hours of access by the Contractor.

If it becomes necessary for the Contractor to perform work during County non-working hours or on weekends or holidays, a list of the Contractor's employees who are scheduled to work must be given to the County Manager. The contractor's employees must have proper identification in their possession. The above procedure will insure proper ingress and egress at any facility in which the Contractor is required to work.

EMERGENCY REPAIR RESPONSE TIME: The Contractor shall respond to the job site within two (2) hours after an emergency call is made by the County Manager to the Contractor's office on or before 9:00 a.m.

CONTRACTOR EMPLOYEE IDENTIFICATION: The Contractor's employees shall, at all times while on County property, have proper identification in their possession.

APPLICABLE LAWS AND PERMITS: The Contractor shall be responsible for obtaining any and all permits required to fulfill this Contract and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.

TIME AND MATERIALS BASIS: For the replacement and/or repairs only, the Contractor shall show the dollar-per-hour charge for the several types of labor which may be used on a job and indicate as percentage factors any additional charges such as profit, overhead and general and administrative factors. Profit, overhead, and general and administrative costs shall be computed as percentage of labor only.

EQUIPMENT CHARGES: Contractor-owned equipment used on a project shall be charged at a flat all-inclusive per hour rate with no additional charges such as overhead, profit or general and administrative costs allowed.

Any equipment that is rented by the Contractor for use on a project and is intended to be billed as a direct charge must be identified separately.

No equipment, which the County deems to be standard or essential for the Contractor to own and use in the performance of this type of work, shall be charged on a separate basis.

WORKING TIME: Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the County. **Computation of the number of hours worked shall include only those hours spent at the job site, excluding mealtimes.**

PRECAUTIONS DURING WORK: Much of the work to be done under this Contract will be performed in and around operating facilities. The Contractor must take any precautions that are necessary to prevent interference with the County's operations.

CLEANUP: The Contractor shall keep work areas in an uncluttered condition by the frequent removal of debris. Upon completion and prior to final inspection of a project, the Contractor shall remove from County's premises all debris and unused material and leave work areas in a condition similar to the condition of the area before any work was performed.

III. TERM OF BID

- A. The term of the Contract shall be in effect for **twelve (12) months** beginning **July 1, 2023** through **June 30, 2024**, subject to earlier termination or extension pursuant to the terms of the bid.

- IV. This Agreement shall **renew automatically under the same terms and conditions**, subject to the appropriation of funds by the County Commission, from year to year for up to **three (3)** additional consecutive one-year periods unless notice is given by either party to the other in writing of its intent not to renew.

V. TERMINATION FOR CAUSE

- A. If, through any cause, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this Contract or if Bidder violates any of the covenants, agreements, or stipulations of this Contract, the County may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the deficiency within the time period specified in such notice, which time period shall be reasonable under the circumstances, the County shall have the right to immediately terminate this Contract. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

- B. Notwithstanding the above, Bidder shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by Bidder, and the County may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the County from the Bidder is determined.

VI. TERMINATION FOR CONVENIENCE OF COUNTY

- a. The County may terminate this Contract at any time by giving written notice to the Bidder. If this Contract is terminated due to the fault of Bidder, Article III of this Contract relative to termination shall apply and no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, County will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this Contract.

VII. TERMINATION FOR LACK OF APPROPRIATIONS:

- a. Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

VIII. PRICING

- a. **Pricing which is offered pursuant to this solicitation will be firm-fixed for the first (1st) twelve (12) month term of the contract.** All prices shall be furnished exclusive of taxes.

IX. MULTI-TERM PRICE ADJUSTMENTS

- a. In the event the Contract agreement for Overhead Door Repair Service is renewed, the unit price shall be firm for the duration of the agreement, unless otherwise stipulated in these Special Provisions identified below:
- b. The Awarded Offeror's price to be paid is subject to increase or decrease upon approval of the Offeror's written request to the Purchasing Office and in accordance with the Escalation Clause included in the bid documents. Such request shall include the cause for this adjustment.
- c. The increased unit price may become effective after a written approval of the County.
- d. The increased price shall not apply to orders received by the Offeror prior to the effective date of the increased price. Orders placed, via County Purchase Order, shall be considered to have been received by the Offeror after the fifth (5th) calendar day following the date of signature by the Procurement Officer or authorized representative;
- e. Such requested price increase shall become effective only upon approval by the County's Procurement Officer.

f. Within thirty (30) calendar days after receipt of an Offeror's written request, the County's Procurement Officer may cancel, without liability to the Offeror, any item on this Bid or the Bid in its entirety.

g. Offeror shall be limited to one (1) request for a price escalation per contract year.

X. AWARD

a. Award of the Bid will be to the lowest responsible, responsive Bidder meeting bid specifications.

XI. EMERGENCY ORDERS:

a. The County reserves the right to surpass this Bid, if successful Bidder is unable to fill an order, and buy from another immediate source only in order to fulfill an emergency need.

XII. PROCUREMENT UNDER EXISTING CONTRACTS

a. Pursuant to Section 13-1-129, NMSA 1978, Bidders/Contractors/Offerors are hereby notified that any central procurement office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Bidder/Contractor/Offeror. Contractual engagements accomplished under this provision shall be solely between the Bidder/Contractor/Offeror and the contracting entity with no obligation by McKinley County.

XIII. PAYMENT

a. For payment due for materials, the Bidder shall submit invoices after each shipment. Invoice amounts shall be based on the total quantity of items delivered, or services provided.

i. The Bidder shall provide an invoice which provides detailed billing for materials or services provided no later than (90) calendar days after delivery. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this Contract.

XIV. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the County Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

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

XV. DEFAULT.

a. The County reserves the right to cancel all or any part of an order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor harmless for failure to perform if the failure to perform the order arises out of causes beyond the control and without the fault or negligence of the

Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor 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 any other rights now being provided by law or under this order.

XVI. INSURANCE REQUIREMENTS:

Prior to award and commencing services, contractor must furnish insurance in the types and amounts as stated below. The County shall be named as an additional insured on all commercial and automotive liability policies and all policies.

A. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from contractor's operations under the contract documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in these contract documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

B. CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE

Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of contractor's operations under the agreement, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

C. CONTRACTOR'S WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE (IF APPLICABLE)

The contractor shall comply with the provisions of the workers' compensation act, the subsequent injury act, and contractor shall procure and maintain during the life of this contract workers' compensation and employer's liability insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the contractor elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the contractor shall require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The county, its officers, or employees will not be

responsible for any claims or actions occasioned by the failure of the contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the workers' compensation statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability coverage as will protect him and the county against any claims resulting from injuries to and death of workers engaged in work under this contract.

D. INSURANCE COVERAGE LIMITS REQUIRED TO BE CARRIED BY THE CONTRACTOR UNDER THIS SECTION SHALL BE AS FOLLOWS:

Commercial General Liability insurance and Commercial Automobile Liability insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or: combined single limit coverage of **\$1,000,000**

E. CONTRACTOR'S WORKERS' COMPENSATION COVERAGE:

Coverage shall be those established by applicable statutes. Employer's liability coverage shall be the limits established by the New Mexico Tort Claims Act or combined single limit coverage of **\$1,000,000**.

INCREASED LIMITS - IF, DURING THE TERM OF THE AGREEMENT, THE COUNTY REQUIRES THE CONTRACTOR TO INCREASE THE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

LIST OF OVERHEAD DOOR LOCATIONS

<u>DEPARTMENT</u>	<u>ADDRESS</u>	<u>TOTAL NO. OF DOORS</u>	<u>MANUAL TYPE</u>	<u>MOTOR OPERATED</u>
Roads Department	1980 W. Warehouse Lane 7 Gallup, NM			7
Sheriff Department	300 Nizhoni Gallup, NM	10		2
Thoreau Fire Station	I-40 East Thoreau, NM	4		4
Thoreau Old Station	65 1 st Ave Thoreau, NM	4		4
Bluewater Lake Fire Station	I-40 East Prewitt, NM	5	1	4
Prewitt Fire Station	I-40 East Prewitt, NM	4	1	3
Vanderwagen Fire Station	South of Gallup Vanderwagen, NM	2		2
Ramah Fire Station	Southeast of Gallup Ramah, NM	3		3
Timberlake Fire Station	Southeast of Gallup Ramah, NM	5		5
Navajo Estates Fire Station	North of Gallup Yah-ta-hey, NM	3		3
Tsa-Ya-Toh Fire Station	Northwest of Gallup Mentmore, NM	2		2
McKinley West Fire Station	West of Gallup Gallup, NM	5		5
Zuni Fire Station (Village)	Southwest of Gallup Zuni, NM	2		2
Zuni Fire Station (Blackrock)	Southwest of Gallup Zuni, NM	3		3
Crownpoint Fire Station	Northeast of Gallup Crownpoint, NM	4		4
Navajo Pine Fire Station	Northwest of Gallup	3		3

LIST OF OVERHEAD DOOR LOCATIONS

Whispering Cedars Fire Station	East I-40 Jamestown, NM	4		4
San Mateo Fire Station	East I-40 San Mateo, NM	4	1	3
White Cliffs Fire Station	Northeast of Gallup Gallup, NM	3		3
Bluewater Acres Fire Station	East I-40 Thoreau, NM	5	1	4
Fire Marshal Office	West of Gallup Gallup, NM	1	1	1
Pinehaven	South of Gallup Pinehaven, NM	4		4
Ft. Wingate Fire Station	East I-40 Ft. Wingate, NM	4		4
Fire Mechanic Shop	411 Bataan Veteran Rd. Gallup, NM	5		5
Pueblo Pintado	E N Route 9 Pueblo Pintado, NM	3		3
County Warehouse	109 Apache Cir Gallup, NM	4		4
Facilities Management	2522 East Historic 66 Gallup, NM	3		3
Red Rock Park	825 Outlaw Rd Church Rock, NM	3		3
Community Pantry	1130 Hasler Valley Rd Gallup, NM			
McKinley County Courthouse	207 W. Hill Gallup, NM	1		1
Adult Detention Center	255 Boardman Ave Gallup, NM 87301	1		1

NOTE: McKinley County reserves the right to add or delete locations as needed. In the event that a new building location needs to be added, the Procurement Department reserves the right to negotiate the service and repair rates with the awarded contractor.

QUOTATION SHEET

DUE DATE: Thursday May 04, 2023 2:00 P.M.

Having carefully examined the notice to bidders, general instructions to bidders, terms and conditions, supplemental terms and conditions, specifications and contractual terms , addenda(s), the site of the work, the work on the above-named project, the undersigned hereby proposes to furnish all products, materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc. (not including New Mexico Gross Receipt Taxes or any additive alternates) required by said documents and to complete all divisions of the work stipulated. The Board reserves the right to reject any or all bids in whole or in part, to waive minor informalities or irregularities and to accept the bid it deems to be in the best interest of the County.

Following are costs associated with repairs and replacement. This service will be for all the locations listed in the specification section.

Mileage Cost _____ **Per Mile**

Normal Hourly Rate for Repairs _____ **Per Hour**
(Monday Thru Friday 8 am to 5 pm)

After Hour Rate for Repair _____ **Per Hour**
(5pm – 8 am Sat. & Sun.)

Emergency Hourly Rate for Repairs _____ **Per Hour**
(Must respond within 2 hours)

Equipment, Parts & Supplies _____ **% mark up**

ADDENDUMS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:

AMENDMENT No. _____ **Date** _____ **Initials:** _____
AMENDMENT No. _____ **Date** _____ **Initials:** _____
AMENDMENT No. _____ **Date** _____ **Initials:** _____

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor’s responsibility to become fully advised of all addenda prior to submitting a bid.

SEE ATTACHED SPECIFICATIONS FOR COMPLIANCE

Company Name: _____ Name: _____
 Address: _____ Signature: _____
 County/State/Zip: _____ Title: _____
 Telephone: _____ Fax No. _____
 Please state: Payment Terms: _____ Email : _____

(Payment terms less than Net 20 not acceptable)

F.O.B. Point: Destination
 Delivery Date: _____
 Federal ID or Social Security Number: _____

QUOTATION SHEET

APPLICABLE ONLY WHEN CHECKED:

- Liability Insurance is required prior to award
- Copy of Workers' Compensation prior to award
- New Mexico Contractors License No. _____
- DWS Registration Number
- Bid Bond of 5% Included
- Performance Bond of 100% upon award of contract
- Payment Bond of 100% upon award of contract

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

