



COUNTY OF CIBOLA
INVITATION TO BID

Cibola County Bid #2023-002

**COMMODITY: PRE-MANUFACTURED WEATHERING STEEL
BRIDGE**

IMPORTANT- BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

Sealed bids will be received until May 5, 2023, at 2:00 pm, then publicly opened in Public Session at the Cibola County Commission Chambers, 700 East Roosevelt, Grants, NM 87020 and read aloud.

Any interest bidders can contact Lucas Bierig at lbierig@Huitt-Zollars.com for the 100% Bridge replacement documents.

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

TO BE A VALID BID, BID MUST BE SIGNED.

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

Sequence of Events

	Event	Responsible Party	Date	Time	Location
1.	Issue IFB	Cibola County	March 27, 2023	8:00 AM MST/MDS	Couty Website: cibolacountynm.com
2.	Questions/Clarifications Deadline	Potential Offerors to Cibola County	April 20, 2023	4:00 PM MST/MDS	purchasing@co.cibola.nm.us
3.	IFB Addenda issued for Questions/Clarifications	Cibola County	April 27, 2023	4:00 PM MST/MDS	Couty Website: cibolacountynm.com
4.	Submission of Bids	Potential Offerors to Cibola County	May 5, 2023	2:00 PM MST/MDS	Cibola County 700 East Roosevelt Avenue Ste. 50 Grants, NM 87020
5.	Public Opening of Bids	Cibola County, Huitt-Zollars, INC	May 5, 2023	2:30 PM MST/MDS	Cibola County Commission Chambers 700 East Roosevelt Avenue Ste. 50 Grants, NM 87020
6.	Notice of Intent to Award	Cibola County	TBD	N/A	N/A
7.	Protest Period	Offers	15 Days after Notice of Intent to Award	N/A	N/A
8.	Contract Award	County Manager	TBD	N/A	N/A

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

BIDDER MUST COMPLETE THE FOLLOWING

Company _____ Telephone _____

Signature _____ Print Name _____

Federal Tax ID# _____

ADDITIONAL BIDDER INFORMATION

NM 5% Resident Preference/Resident Veteran Preference Certification #

Payment terms _____ (Discount will not be considered in computing the low bid, see “Terms and Conditions”)

E-mail _____

F.O.B. Lobo Canyon, Cibola County, NM 0.6 Lat:35 13’46’N Long 107

Vendor’s Delivery included

This invitation to bid 2023-002 sheets, which comprise of specifications, instructions and bid forms. If your invitation to bid contains less, please advise this office immediately.

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

Amendment no. _____ Dated _____ Amendment no. _____ Dated _____

COUNTY OF CIBOLA

IMPORTANT BIDDING INFORMATION

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

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

I (WE) CERTIFY THAT THE FOLLOWING ITEMS:

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

SIGNATURE OF BIDDER: _____
(Vendor must sign)

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

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

____ NO FINCANCIAL INTEREST ____ YES FINANCIAL INTEREST

IF YES, PLEASE SPECIFY BY NAME: _____

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

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

**APPENDIX A
SPECIFICATIONS EXCEPTIONS FORM**

SEE ATTACHED SPECIFICATIONS FOR COMPLIANCE

Company Name: _____ Name: _____

Address: _____ Signature: _____

County/State/Zip: _____ Title: _____

Telephone: _____ Fax No. _____

Please state: Terms: _____ F.O.B. Point: Destination _____

Delivery Date: _____

Federal ID or Social Security Number: _____

Received addenda numbers _____, _____, when issued.

In State Preference No. _____

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

APPLICABLE ONLY WHEN CHECKED:

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

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

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

Bids on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by Cibola County, However, all deviations must be listed above. If your bid does not meet our specifications, and your exceptions are NOT listed above, in the spaces provided, the County of Cibola may claim forfeiture of your bid bond.

Signed: _____ Firm Name _____
I DO NOT meet specifications, as listed on this bid: exceptions are stated in the spaces provided.

Signed: _____ Firm Name _____
I DO meet specifications.

COUNTY OF CIBOLA

**APPENDIX B
NO-BID STATEMENT**

In an effort to make the procurement of Cibola County goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply.

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

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

VENDOR STATEMENT

NOTE: RETURN THIS FORM ONLY IF

**YOU ARE NOT SUBMITTING A
BID**_____

(Signed)

(Firm Name)

CIBOLA COUNTY
INVITATION FOR BIDS

APPENDIX B STANDARD, TERMS AND CONDITIONS
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IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

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

2. DEFINITIONS: As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
 - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
 - C. **"Contractor"** means an bidder who has been awarded a contract.
 - D. **"County"** means the County of Cibola, New Mexico.
 - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. **"Purchasing Office"** means the Purchasing Department of the Cibola County.
 - G. **"Purchasing Officer"** means the person charged with the responsibility of administering the Department.
 - H. **"Bidder"** means a business that submits a response to a competitive solicitation.
 - I. **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors, which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.

- J. **"Responsive Bid"** means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - K. **"Successful Bidder"** means the lowest Responsible Bidder to whom Cibola County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the County.
3. PREPARATION OF BID:
- A. **Submission:** All Bids must be submitted on the Invitation for Bids form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.
 - B. **Preparation Method:** All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.
 - C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
 - D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated on the Specification Exception form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.
 - E. **Payment Terms:** The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than thirty (30) days will not be considered.
 - F. **Freight Policy:** Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.
 - G. **Taxes:** Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in the manner. The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
 - H. **New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed

from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.

- I. 1 Year Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.
- J. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.
- K. Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications Exception form, Appendix A. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.
- L. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

- M. Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
 - N. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
 - O. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.
4. ETHICAL CONDUCT: By submitting its bid in response to this invitation, the bidder certifies that:
- A. It has not offered, given or agreed to give to any Cibola County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
 - B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
 - C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
 - D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and

- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.
5. REQUESTS FOR EXPLANATIONS BY BIDDERS:
- A. Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department no later than the date and time listed in the sequence of events. An addendum will be issued in response to requested explanations.
 - B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations, in writing.
6. ADDENDA:
- Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated **ONLY** through the Purchasing Department in the form of a written addendum.
- Any addenda shall become a part of this bid and should be acknowledged either by being signed and returned with the bid or through letter or e-mail that arrives prior to the opening of the bid. Failure to do so may result in disqualification of the bid.
- It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Purchasing Department to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.
7. CLARIFICATION OF BIDS:
- The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.
8. SUBMISSION OF BID:
- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
 - B. Hand Carried: Bids may be hand carried to the Cibola County Manager's Office 700 East Roosevelt Avenue, Suite 50, Grants NM 87020.
 - C. Mailed: Bids may be mailed to the County of Cibola, 700 East Roosevelt Avenue, Suite 50, Grants NM 87020. The County **will not responsible** for bids that are mailed and not received by the opening date and time specified in the solicitation.
 - D. Receipts: Receipts for hand delivered bids shall be issued by the Chief Procurement Officer (upon request) for bids, which are hand carried.

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

9. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

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

10. OSHA REQUIREMENTS IN EMPLOYMENT:

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

12. NO RESPONSE FORMS:

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

13. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The County reserves the right to request proof of authorization to withdraw a bid.

14. OPENING OF BIDS:

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

15. DISQUALIFICATION OF BID:

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

- A. In the past the bidder has failed to comply with previous contractual commitments or bids to the County.
- B. In the opinion of the County the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.
- C. The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.
- D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.
- F. The bidder did not; at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.
- G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.
- H. There are if the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County may terminate this agreement.

16. REJECTION/CANCELLATION OF BIDS:

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

17. BID ANALYSIS:

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

18. AWARD OF CONTRACT:

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

- B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.
- C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best serves the interests of the County, unless otherwise stated in this Bid.
- D. Increase of Quantities: The County reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.
- E. Decrease of Quantities: The County reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. To qualify for the New Mexico Resident or Veteran Resident Preference, the bidder must provide their assigned New Mexico Taxation and Revenue Certification Number with their bid (an appropriate place is designated in the Bid Form). If a bidder does not provide their assigned Certification Number with their bid, the bid shall not be considered as made by a resident/veteran resident business or a resident manufacturer and no preference shall be applied during the analysis of that bid.

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

19. PROTEST PROCESS:

- A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County of Cibola in accordance with the requirements of the Cibola County Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty four (24) hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. The protesting bidder must file a \$5000.00 protest bond with each protest. If the protest is upheld, the bid will be awarded to the next lowest qualified bidder. If the protest is disallowed, the protesting bidder will forfeit the \$5,000.00 bond.

- B. In the event of a timely protest under this section, the Purchasing Officer and Cibola County shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County of Cibola (13-1-173 NMSA 1978).
 - C. The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).
 - D. The Purchasing Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) State the reasons for the action taken; and
 - 2) Inform the Protestant of the right to judicial
 - 3) Review of the determination pursuant to 13-1-183 NMSA 1978.
 - E. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestant and other bidders involved in the procurement (13-1-176 NMSA 1978).
20. DELIVERY, ACCEPTANCE AND GUARANTEE:
- A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the Issuance of a Purchase Order or Notice to Proceed issued by the Cibola County Purchasing Department.
 - B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.
 - C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.
21. INSPECTIONS:
- A. Prior To Acceptance of Delivery: All items of tangible personal property, services or construction shall be provided exactly as offered, and may be inspected prior to acceptance of delivery by the County.
 - B. Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole

or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

22. INVOICE AND PAYMENTS:

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

23. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

The County may terminate any contract resulting from this Bid at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the

County, if ordered or accepted by the County prior to the effective date of termination.

25. TERMINATION FOR LACK OF APPROPRIATIONS:

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

APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2007), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

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

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

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary) _____

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX D
STANDARD SPECIFICATIONS

Incorporation of New Mexico Standard Specifications: The New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction (Latest Edition) are incorporated by reference, the same as if fully written herein and shall govern this Project except where revised, updated or supplemented by the Cibola County or the Supplemental Technical Specifications. Contractor shall have a copy of the specifications at the job site at all times.

All items required for this project, except those listed in the unit price bid proposal, will be considered incidental to the Contract Work and no additional payment will be made unless unanticipated conditions are uncovered requiring a changeorder.

APPENDIX E
PREFABRICATED VEHICLE STEEL BRIDGE
SPECIFICATIONS

1.0 GENERAL

1.1 Scope

These specifications are for one fully engineered, shop-assembled, sectional steel vehicle bridge designed for HL-93 loading, complete with a guardrail system and corrugated bridge decking. The work included in this document shall consist of the design, manufacturing, finishing, and transporting of the sectional steel vehicle bridge.

1.2 Definitions

- *Owner:* Cibola County Finance Department
- *Engineer:* Huitt-Zollars, Inc.
- *Contractor:* The entity that will be installing or purchasing, the bridge.
- *Bridge Manufacturer:* The firm that will be designing and providing the bridge per these special requirements.

1.3 Qualified Bridge Manufacturer

Each Contractor must select their proposed supplier as part of the bid submittal. Qualified Bridge Manufacturers are required to have a minimum of 5 years of experience constructing the structure specified in this document and have an up-to-date quality certification from AISC. The Contractor's bid submittal shall accompany the following information:

- Bridge Manufacturer's Product Literature.
- Name and resume of The Bridge Manufacturer's design professional who will be signing and sealing the engineering submittals.
- Copy of current AISC certification.
- Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder's certifications, and proof of in-house C.W.I.
- Listing of projects including owner, location, size, year of fabrication, and contact person.
- Certification by the Bridge Manufacturer's Design Professional that the bridge proposed will be following all project development done up to the date of these specifications.

The above will be evaluated by the Engineer for accuracy and ability to provide the bridge under these specifications. The Engineer's ruling shall be final.

1.4 Bridge Manufacturer's Design Professional and Submittals

The Bridge Manufacturer shall employ an engineer who is experienced in bridge design to be in responsible charge of all engineering-related tasks and design. The engineer shall have at least 10 years of experience in bridge design and be a currently licensed civil or structural Professional Engineer in the State of New Mexico and shall be the Professional Engineer who will seal and sign the plans.

Engineering drawings shall be prepared by the Bridge Manufacturer and submitted for review after receipt of the order. Submittal drawings shall be exclusive to the bridge described in these specifications to illustrate the specific portion being fabricated. All design information such as member size, materials, dimensions, and connections necessary to fabricate shall be clearly shown on the drawings. All drawings shall be stamped, dated, and signed by the Bridge Manufacturer's Design Professional.

Structural calculations for the bridge superstructure design shall be prepared by the Bridge Manufacturer and submitted for review. Calculations shall include a complete design, analysis, code checks, connections, deck design, deflection checks, bearings, and all splices.

2.0 APPLICABLE CODES AND STANDARDS

2.1 Governing Standards

The materials and workmanship for these specifications shall follow the best standard practices of modern bridge construction. The superstructure will be designed in compliance with the AASHTO LRFD Bridge Design Specifications, latest edition. All calculations shall be in accordance with this document with formulas referencing the appropriate sections.

2.2 Other Reference Codes, and Standards

- AISC, Steel Construction Manual, 15th Edition, 2017 (*AISC*)
- American Welding Society, Structural Welding Code, D1.5, 2015 (*AWS D1.5*)
- ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010 (*ASCE 7*)
- ANSI/AWC NDC-2015 National Design Specification for Wood Construction, 2015 (*NDS*)

3.0 BRIDGE GEOMETRY

3.1 Width and Span Length

The bridge width shall be 22'-0" and shall be as measured from the inside face to the inside face of the rail.

The bridge span length shall be 80'-0" (straight line dimension) and measured from end to end of the bridge structure, not including the end angle or any deck extension beyond the end of the girder.

3.2 Lower Steel Clearance

The Bridge Manufacturer shall determine the total bridge clearance from the highest point on top of the bridge deck to the lowest point of any steel member.

3.3 Camber

The bridge shall have a vertical camber to offset the dead load and appear flat for bridges exceeding and length of 70 feet. Otherwise, the vertical camber should be 125% of the total bridge span. If the beam mill camber is adequate to accommodate full dead load deflection, then indicate so on drawings.

3.4 Elevation Difference

The top of the decks at each end of the bridge shall be constructed with a vertical elevation difference to produce a 1.00% grade slope along the bridge deck.

4.0 STRUCTURAL DESIGN LOADS

4.1 Dead Load

The bridge structure shall be designed for the total bridge weight plus an added load of 80 pounds per square foot for the wearing surface.

4.2 Vehicle Load

The bridge shall be designed for one lane of traffic, supporting HL-93 design vehicle plus Dynamic Load Allowance. The design ADTT (Average Daily Truck Traffic) shall not be greater than 200.

4.3 Wind Load

The wind load specified in *AASHTO LRFD* Article 3.8. is applied horizontally to the height of the girder plus and the side dam.

4.4 Seismic (EQ)

Seismic effects shall be in accordance with *AASHTO LRFD* Article 3.10.

4.5 Fatigue Load

The fatigue loading shall be in accordance with *AASHTO LRFD* Article 6.6.

4.6 Combination of Loads

The load combinations and load factors to be used shall be in accordance with *AASHTO LRFD* Table 3.4.1-1.

5.0 STRUCTURAL DESIGN CRITERIA

5.1 Deflections

The bridge deflection shall not exceed a ratio greater than span/500.

5.2 Wheel Load Distribution

The bridge decking shall be designed to support the extreme wheel load from the HL-93 design vehicle. For the HL-93 design vehicle, the tire contact area is presumed to be 10" longitudinal and 20" transverse.

6.0 MATERIALS OF CONSTRUCTION

6.1 Structural Steel

All structural steel will meet the Buy America prerequisites of 23 CFR 635. All structural steel shall be manufactured domestically (USA) with full material accountability

provided upon customer request and will conform to ASTM Specification A709 Grade 50W (A588 Weathering Steel), with all steel exterior surfaces being blast cleaned before shipment to ensure even weathering.

6.2 Deck Material

Bridge decking shall be ASTM grade 50, galvanized, roll-formed, 7-gage x 4-1/4" x 12" steel construction as described in the AISI Handbook of Steel Drainage and Highway Construction Products, Type A Steel Flooring. Bridge decking shall be placed perpendicular to the direction of traffic across the width of the bridge. Bridge decking is to be welded to the top flange of girders and adjoining decking sheets. Connection welds shall be treated with organic zinc-rich coating conforming to the material and performance prerequisites of ASTM A 780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings).

6.3 Side Dams

Side Dams shall consist of ASTM A588 weathering steel and be welded to the bridge decking. The side dams should extend a minimum of 3-1/2 inches above the top of the bridge decking. If necessary, extended side dams of similar material shall be used to contain the asphalt-wearing surface without overflow.

6.4 Wearing Surface

All asphalt-wearing surface materials shall be provided and installed in the field by the contractor. Asphalt-wearing surface installation shall be installed as follows:

- a. Clean 12" x 4-1/4" bridge decking surface of all foreign matter.
- b. Apply a tack coat over the deck surface, and fill and compact all corrugations with asphalt to the top of the deck.
- c. As an alternative to filling corrugations with asphalt, the corrugations may be filled with lean concrete or compacted crushed base.
- d. Overlay a leveling course and additional courses as necessary to final surface elevation and compact to the required density.

The wearing surface is not structural, it shall provide for a smooth-running surface and distribute wheel loads to the bridge decking. The minimum thickness shall be 2" above the top of the bridge decking. The total weight of the wearing surface shall not exceed the dead load allowance in section 4.1 of these specifications.

6.5 Guardrail

The guardrail shall be designed to meet TL-2 loading per AASHTO LRFD Bridge Design Specifications section 13. Guardrail to be ASTM A588 weathering steel double nested W-Beam Rail, 12-gage thickness, with ends capable of transitioning to NMDOT W-Beam Guardrail. The top of the guardrail shall be set 2'-3" above the top of the wearing surface with post spacing not exceeding 6' - 3" center to center. Guardrail posts are to be bolted to post blocks that are welded or bolted to the girder webs. The Guardrail post shall not be attached to the deck system. 2-sided crystal reflector tabs shall be provided to be placed at 6'-3" on centers.

6.6 Bearing Plates

Bearing plates shall be used under the girders at both ends of the bridge and shall be designed to support the estimated reactions. The bearing plates shall be composed of

ASTM A588 weathering steel. The Bridge Manufacturer should design the bearing plates such that one end of the bridge is fixed, while the other end allows for expansion. All bearing plates should have a minimum of two holes to receive anchor bolts (one on either side of the girder flange). For the expansion base plates, holes shall be slotted with a minimum slot length to allow for expansion and contraction. All bearing plates shall be shipped loose for field installation by others; field welded to the girders by an *AWS D1.5* certified welder.

6.7 Elastomeric Pads

The Bearing plates will be positioned on top of elastomeric pads. Elastomeric pads shall be Grade 4, 60-Durometer Neoprene or natural rubber. Pads may not meet *AASHTO LRFD* design criteria and are to be as leveling pads only.

6.8 Fasteners

Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325. The nuts for these structural bolts shall be ASTM A563. One flat-hardened washer meeting ASTM F436 shall be supplied with all bolts. All bolts, nuts, and washers shall be galvanized and will be furnished in an amount of 5% more than the number required for each size and length. Non-structural bolts shall be ASTM A307 bolts, zinc plated, or galvanized.

7.0 FINISH

7.1 Steel Surface Cleaning

All exposed surfaces of structural steel are to be cleaned following Steel Structures Painting Council Surface Preparation Specifications No. 1, SSPC-SP1 solvent cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or the outside and bottom of the structure. All other surfaces are to have a standard mill finish.

7.2 Steel Surface Finish

For corrosion-resistant high-strength low-alloy (weathering) steel no surface finish treatment is necessary. The steel will be cleaned per section 7.1 and then allowed to form a protective weathering patina over time.

8.0 FABRICATION

8.1 Welding

Welding procedures and weld qualification test procedures shall conform to the provisions of *AWS D1.5*. The filler metal shall follow the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

8.2 Welders

Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be per *AWS D1.1/D1.5*. All weld qualifications and records shall be kept following the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

8.3 Bolted Connections and Splices

Sections shall be field assembled using bolted connections and or field welding as indicated on the drawings. All bolted connections are to be pre-tensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pre-tensioning.

9.0 QUALITY CONTROL

9.1 AISC Certification

The bridge shall be fabricated in a shop owned by the Bridge Manufacturer. This facility shall have up-to-date quality certification by AISC as Certified Bridge Fabricator - Advanced (Major) with Fracture Critical Endorsement and Complex Coating Endorsement (P1-Enclosed or P2-Covered).

9.2 Documentation

Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all steel.

Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

9.3 Non-Destructive Testing

All welds within the structure shall be visually inspected for conformance to size, undercut, profile, and finish.

10.0 DELIVERY AND ERECTION

10.1 Delivery

Delivery shall be made via truck to a location nearest the site which is accessible to normal over-the-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted, they shall notify the Bridge Manufacturer before the bid date. This includes site issues that may prevent over-the-road equipment from accessing the site. Steerable dollies are not used in the cost provided by the Bridge Manufacturer. Determining the length of the bridge section which can be delivered is the responsibility of the Contractor and shall be communicated to the Bridge Manufacturer before the bid date.

10.2 Bridge Handling

The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual methods, equipment, and sequence of erection used are the responsibility of the Contractor. Each bridge module shall be designed and supplied with at least four (4) or more integral lifting lugs to provide safe handling and placement of the bridge module. Attach rigging to lifting lugs with adequately sized rigging hardware. Rigging materials and methods are the responsibility of the Installer.

10.3 Bridge installation

Each modular steel bridge should be delivered with a comprehensive installation plan that provides the manufacturer's recommended handling, placement, fit-up, and securing to the

abutment system. The installation plan should be laminated and suitable for review in a field environment. Offloading of the bridge at the delivery site, general bridge installation, and approach work necessary for the bridge to accept traffic will be supplied by Contractors approved by the owner under a separate contract from the bridge.

10.4 Loose Items

Post and rails may be shipped loose for field installation as shown on plans.

The bearing plates will be shipped loose for field welding to the bottom flange of the girders.

Field welding shall be performed using an AWS Certified Welder.

11.0 WARRANTY

The Bridge Manufacturer shall warrant, at the time of delivery, that it has conveyed good title to its steel structure, free of liens and encumbrances created by the Bridge Manufacturer, and that its steel structure is free of defects in design, material, and workmanship. This warranty shall be valid for one (1) year from the earlier date of delivery or 60 days after the final fabrication is complete. Paint, galvanizing, and other special coatings, if warranted, shall be warranted by the coating manufacturer in accordance with their warranty provisions and are not covered under the Bridge Manufacturer's warranty.

This warranty shall not cover defects in the steel structure caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration, or any other cause not expressly warranted. This warranty shall not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless the owner's records are supplied that show compliance with the minimum guidelines specified in the Bridge Manufacturer's inspection and maintenance procedures.

Repair, replacement, or adjustment shall be the exclusive remedy for any defects under this warranty. This warranty shall exclude liability for any indirect, consequential, or incidental damages