



**INVITATION TO BID:**

**BID NUMBER: 20-21-09**

**Price Agreement for the Purchase of Magnesium Chloride**

**Public Works**

Jaime Jones  
Contract Analyst  
Phone: 505-334-4548  
Fax: 505-334-4561  
E-mail: [jjones@sicounty.net](mailto:jjones@sicounty.net)

**Bid Opening Date: January 26, 2021  
Time: 3:00 PM (Local Time)**

**NIGP Commodity Code: 775.45 Road  
Maintenance Salt**

**PAYMENT TERMS:**  
Discounts will not be considered in computing lowest/best bid.

**REQUIRED DELIVERY: As Specified**

**FOB POINT: As Specified**

**RETURNED SEALED BIDS TO:**

SAN JUAN COUNTY  
Purchasing Department  
213 S. Oliver Drive  
Aztec, NM 87410

- 
- **Only Bidders that complete and return the enclosed Acknowledgement of Receipt Form will receive addendums, if issued.**
  - This bid is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
  - Do not return Invitation to Bid Form in case of "No Bid".
  - Bid must be received in the County Purchasing Department Office by the Bid Opening Date and Local Time as indicated above. **Bids that are received after that date and time will not be accepted and will be returned to the sender unopened.**
  - Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Faxed Bids are not acceptable. Bids shall be submitted sealed. The outside package should clearly identify the project name and bid number, bid opening date, and name of bidder. Submit Bid Offer in accordance with the Invitation to Bid. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately, and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for this office to reject bids.

Brand names and numbers are for reference only, equivalents will be considered. If bidding equivalent, bidders must be prepared to furnish complete data to prove product meets or exceeds specifications of the bid item.

**THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.**

# ACKNOWLEDGEMENT OF RECEIPT FORM

**BID NO.:** 20-21-09

**TITLE:** Price Agreement for the Purchase of Magnesium Chloride

**11 PAGES (INCLUDING ACKNOWLEDGEMENT FORM)**

***NOTE: ONLY POTENTIAL BIDDERS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.***

**BIDDER INFORMATION:**

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy.

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**RETURN TO:**

Jaime Jones  
Contract Analyst  
SAN JUAN COUNTY  
(505) 334-4548  
[jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**Faxed copies of the Acknowledgement of Receipt form will be accepted.**

Faxed Bid responses will not be accepted.

# TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **FORM OF SUBMISSION.** Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Bidders are requested to provide one (1) original Bid. The outside package should identify the project name, bid number, bid opening date and name of bidder. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **VARIATION IN QUANTITY.** No variation in quantity of any item called for in this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
5. **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 Chief Procurement Officer. 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.
6. **DISCOUNTS.** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
7. **INSPECTION.** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
8. **INSPECTION OF PLANT.** The County Chief Procurement Officer may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
9. **LIABILITY.** The Vendor agrees that San Juan County shall not be held liable for any costs incurred in preparation of this bid.
10. **COMMERCIAL WARRANTY.** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall 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 order. Vendor agrees not to disclaim warranties fitness for a particular purpose of merchantability.
11. **TAXES.** The unit price shall exclude all County/State taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit. Bids shall be awarded on unit price without regard of tax.
12. **PACKING, SHIPPING and INVOICING.**
  - A: The County's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - B: Upon delivery, the Vendor's invoice shall be submitted to Accounts Payable, 100 S. Oliver Drive, Aztec, NM 87410, duly certified and shall contain the following information: Purchase order number,

description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C: In accordance with NMSA 1978, Section 13-1-158 (1997) of the New Mexico Procurement Code, the Vendor may assess late payment charges on past due accounts (thirty days past receipt and acceptance of the complete order of goods or services by the County) at the rate of one and one-half percent (1½ %) per month of the unpaid balance. Paragraph C of this section also states that if payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

13. **DEFAULT.** The County reserves the right to cancel all or any part of this 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 liable for any excess costs if 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.

14. **NON-COLLUSION.** In signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the County Procurement Administrator.

15. **NON-DISCRIMINATION.** Vendors doing business with San Juan County must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

16. **RESIDENT PREFERENCE.** To be eligible for the 5% resident preference, the bidder shall include a copy of their certificate with their bid and in-state resident preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a New Mexico In-State Resident Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951

17. **RESIDENT VETERANS PREFERENCE.** To be considered for the 10% resident veteran business preference, the bidder shall include a copy of their certificate with their bid and resident veteran preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a Resident Veterans Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951. This preference is separate from the in-state preference and is not cumulative with that preference.

18. **ITEM/EQUIPMENT CONDITION.** All bid items are to be new and of most current production, unless otherwise specified.

19. **BEST PRICING CONDITION.** The bid award does not preclude price changes if deemed beneficial to the County. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to SJC including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.

20. **SAMPLES.** Unless otherwise indicated in the bid specifications, samples of the items-when required- shall be furnished free of expense to the County prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidders name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

21. **BID AWARD.** San Juan County is not obligated to award to lowest bidder, but reserves the right to accept and/or reject any and all bids, in whole or in part, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the County. The County reserves the right to waive minor irregularities and also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect

the procurement.

**Determination of lowest bidder:**

Following determination of product acceptability, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the County in accordance with specifications, terms, & conditions set forth. The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms. Alternate Bids may be considered so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

22. **RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

23. **FOB DESTINATION.** Destination: Means goods are to be delivered to the destination identified in the Purchase Order by the user, which is the point at which the user accepts ownership or title to goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. ANY exception to FOB Destination may cause a bid to be declared non-responsive.

24. **INSURANCE REQUIREMENTS.** Contractor shall carry and maintain insurance from an insurance company or companies with a Best Rating of A, or better, authorized to do business in the State of New Mexico in the following amounts:

**\*(Construction, Services, or Installation Only)**

**General Liability** - \$1,000,000 CSL  
(Combined Single Limits)

**Auto Liability** - \$1,000,000 CSL  
(Combined Single Limits)

**Workers Compensation** – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be cancelled or be materially changed until prior written notice has been given to the County. The County shall be named as additional insured on the General Liability Insurance policy. **The Contractor shall supply a copy of the appropriate certificates of insurance to the County for each year in which the contract is in effect.**

25. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

26. **SPECIAL INSTRUCTIONS.**

A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.

B. Clarifications and questions must be addressed to the County Chief Procurement Officer in sufficient time to provide a written response to all prospective bidders.

C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must also be prior to scheduled bid opening for consideration.

D. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the bid upon

written request prior to award at the discretion of the County Chief Procurement Officer. Bidders shall hold their bid pricing for sixty (60) days after bid opening.

E. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and are NOT intended to restrict competition. "No Substitute" specifications may be authorized ONLY if required to match existing equipment.

## **SPECIFICATIONS AND REQUIREMENTS**

### **SCOPE OF SERVICES.**

The purpose of this solicitation is to establish a price agreement with a qualified Contractor to provide Magnesium Chloride on an as needed basis, when needed basis. The price agreement will require the Contractor to provide the product, the storage tanks, and the product delivery as required and specified below.

### **METHOD OF AWARD.**

A price agreement(s) may be awarded to a single bidder or to multiple bidders (multiple source awards) based on pricing and compliance with the specifications and requirements. San Juan County reserves the right to waive irregularities, reject offers, in whole or in part, and award this Bid in the best interest of the County. Alternate Bids may be considered for award so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements.

### **PRICING / DELIVERY.**

**Bid prices shall remain firm and fixed during the initial term of the agreement.** Bid price shall be inclusive of all costs for providing the product and services as requested in the bid document specifications and requirements. Prices shall be F.O.B. to sites as specified under Technical Specifications, page 9.

### **PRICE AGREEMENT TERM.**

**The primary term of the agreement shall be February 7, 2021 through February 6, 2022.** There are to be renewal options for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The agreement may also be renewed for a period less than one full year.

Any price agreement awarded as a result of this solicitation shall be nonexclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchase supplies from other sources, when deemed in the best interest of the County.

### **RESIDENT PREFERENCE.**

**IN-STATE RESIDENT CONTRACTOR PREFERENCE.** To be eligible for the 5% resident contractor's preference, the contractor shall include a copy of their certificate with their quote and in-state resident preference number on the Bid Form, pursuant to Section 13-4-2 NMSA 1978. Each Contractor may obtain a New Mexico In-State Resident Contractor Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.

**RESIDENT VETERAN CONTRACTOR PREFERENCE.** To be considered for the 10% resident veteran contractor preference, the contractor shall include a copy of their certificate with their quote and include their resident veteran preference number on the Bid Form, pursuant to Section 13-4-2 NMSA 1978.

### **PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS.**

During the initial term, prices which are bid and accepted pursuant to this solicitation shall be firm and fixed.

In the event of contract renewal for an additional one (1) year term, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in the special provision(s) identified below. The price redetermination documentation shall follow one of the six (6) price adjustment parameters the bidder has identified

on the Bid Offer, page 11, and which has been mutually agreed upon by the County prior to bid award.

1. Consumer Price Index (CPI): The price to be paid shall be increased or decreased by 100% of the change as reflected by the All Items Index of the Consumer Price Index published by the U.S. Department of Labor for the preceding 12 months; OR
2. Producer's Price Index (PPI): The price to be paid shall be increased by 100% of the change as reflected by a mutually agreed Industry Code of the Producers Price Index published by the U.S. Department of Labor; OR
3. Manufacturer's Catalog Price List: Prices will be based on the current manufacturer list price less the applicable discount listed. Current Catalogs and price lists must be readily available to the County and provided before the revision goes into effect; OR
4. Established Catalog Published Price List: Prices will be based on the current published list price less the applicable discount listed. Current catalogues and price lists must be readily available to the County and provided before the revision goes into effect; OR
5. Manufacturer's Documented Price Adjustment: The price to be paid shall be increased or decreased by 100% of the change as reflected in the price supporting documentation as supplied by the manufacturer; OR
6. Bidder's Suggested Alternate: If the Bidder is suggesting an alternate price redetermination method, the bidder must submit in its bid documents the suggested contract language along with any pricing documentation identified. This recommended contract language and pricing documentation must be mutually agreed upon by both parties prior to bid award.

Prior to acceptance of any price increase, the Contractor shall submit a written request identifying the reason for the price increase to Central Purchasing no less than sixty (60) days prior to the expiration of the current term of the contract. No retroactive price adjustment will be allowed.

The Office of Central Purchasing shall notify the Contractor in writing of its acceptance and/or rejection of the said price increase.

#### **TERMINATION OF AGREEMENT.**

In the event of a breach on any provision of the contract, the County shall notify the vendor of the fault within a reasonable time. The Contractor(s) shall have ten (10) days to respond. If the Contractor(s) fails to respond within ten (10) days or make other arrangements satisfactory to the County, the County may immediately terminate the contract or take other steps as allowed by law.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days notice in writing to the Contractor. The Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

#### **ESTIMATED QUANTITIES / PRODUCT USAGE REPORTS.**

The total magnesium chloride to be purchased under this bid is estimated to be approximately 280,000 gallons. The quantities are based on a 12-month period. **Quantities are estimates only.** San Juan County reserves the right to purchase more than or less than as indicated. Product will be purchased on an as-needed, when-needed basis. The Contractor will furnish "year to date" product usage reports to the County Public Works Department as requested. The reports shall list the total gallons purchased, along with the total dollar amount purchased of the product.

#### **DELIVERY TICKETS / BILLING.**

The Contractor shall provide completed delivery tickets at the time of each delivery (or pick-up, if at the Contractor's yard) with the total number of gallons being purchased and the specific gravity of each load. In addition, the Contractor will present, for payment, itemized billing statements to San Juan County's finance department located at 100 South Oliver, Aztec, NM 87410. The statement shall include copies of the delivery

ticket(s), the delivery locations of the product, gallons purchased, price per gallon, applicable taxes and total price.

**PURCHASE/USE OF CONTRACT.**

During the term of the agreement, other New Mexico Agencies, Commissions, Institutions, Public Sub-divisions and local bodies allowed by law, may order items and/or services described within this Bid under the same pricing terms and conditions, in accordance with Section 13-1-129, NMSA 1978.

The County assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this Bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

**MATERIAL SAFETY DATA SHEETS.**

A Material Safety Data Sheet (M.S.D.S.) shall be provided with each delivery of any chemicals or hazardous materials. Also, at any time the content of a MSDS is revised, the vendor shall provide new information relevant to the specific material.

**INDEPENDENT CONTRACTOR.**

The Contractor, and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Contractor, and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County.

**INDEMNITY.**

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

**GOVERNING LAW.**

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

**QUESTIONS / SUGGESTIONS.**

Questions and/or suggestions concerning this Invitation to Bid shall be submitted in writing no later than seven (7) days prior to the Bid Opening Date and shall be directed to:

Jaime Jones, Contract Analyst  
Phone: 505-334-4548 Fax: 505-334-4561  
E-mail: [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**Bidders are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, may be cause to reject said respondent(s) from further consideration.**

**Note: Information provided in this Invitation to Bid shall only be used for the purpose of submitting a Bid Offer to the County and shall not be used, released, or disclosed for any other purpose or use.**



# TECHNICAL SPECIFICATIONS

The Contractor shall meet and comply with all current applicable Federal, State, and local laws, codes, standards, and regulations required in the performance of this work.

All magnesium chloride sold to San Juan County by the Contractor will meet all applicable State and Federal government requirements, regulations, and specifications.

## **Product Specification:**

The Contractor shall supply a magnesium chloride product that meets the following specifications:

### **Item #1: Magnesium Chloride Solution \***

- Magnesium Chloride (minimum 30%; maximum 34%)
- Potassium Chloride (minimum 0.1%; maximum 0.5%)
- Sodium Chloride (minimum 1.5%; maximum 3.5%)
- Density (minimum 11 lbs. per gallon)

### **Item #2: DMC 820+ or equal \***

- Magnesium Chloride (minimum 78.9%; maximum 79.1%)
- Binding Agent by volume (minimum 19%; maximum 21%)
- Sulfate (minimum 1.2%; maximum 2.8%)
- Potassium (minimum 0.1%; maximum 0.2%)
- Sodium (minimum 0.1%; maximum 0.6%)
- Co-Polymer (minimum 0.9%; maximum 1.1%)
- Density (minimum 10.51 lbs. per gallon)

**\*The bidder shall provide a detailed product specification sheet and Material Safety Data Sheet with their returned bid for specification compliance verification.**

## **Product Availability / Storage Facilities / Delivery:**

San Juan County trucks shall be able to obtain magnesium chloride at the Contractor's place of business, which must be located within a 15-mile radius of Farmington, NM. The product must be loaded and metered with an approved metering device at no extra charge. In addition, the Contractor shall furnish two (2) 10,000-gallon (minimum) field storage tanks: one (1) to be located at the County Public Works yard (305 South Oliver Drive, Aztec, NM) and the other at the McGee Park facility (U.S. Hwy 64, Farmington, NM). The storage tanks must be completely set up, fully operable – ready to use, and equipped with accurate metering devices. All metering devices shall be accurate working units which have a resettable counter, with the capability of measuring flows to 5,000 U.S. gallons in 1-gallon increments;  $\pm 0.1\%$  accuracy and a minimum 50 gpm flow rate. The storage tanks transportation, set-up (and pickup at the end of the contract term), maintenance, hoses, couplings, meters, etc., with associated costs, shall be the responsibility of the Contractor. The tanks shall meet all applicable safety requirements, regulations and laws as required by Federal, State and local governments and shall be maintained as such. The tanks shall be filled upon request. All product deliveries shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Thursday.

## **Product Testing:**

San Juan County may conduct periodic testing by a professional laboratory of the product to ensure that applicable specifications are being met. Following the testing, should the Contractor receive notice from San Juan County that the product does not meet specifications, and the Contractor does not immediately replace the product with a product that does meet specifications, the Contract will be in default (see termination of contract). San Juan County will be reimbursed by the Contractor for any expenses incurred due to damages caused to County property, road and / or equipment by products that do not meet the stated bid specifications and requirements.

**BID OFFER PAGE (Pages 10-11)**  
**BID NO. 20-21-09**

**BID TITLE: PRICE AGREEMENT FOR THE PURCHASE OF MAGNESIUM CHLORIDE**

**DEPARTMENT: SJC Public Works**

**PRODUCT SPECIFICATION & MSDS SHEET ENCLOSED?**      \_\_\_\_\_ **YES**      \_\_\_\_\_ **NO**

**IN-STATE OR VETERANS PREFERENCE CERTIFICATE ENCLOSED?**      \_\_\_\_\_ **YES**      \_\_\_\_\_ **NO**

<u>ITEM #</u>	<u>EST QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	280,000 GALS	MAGNESIUM CHLORIDE (At Contractor's place of business and at field storage locations) As per Bid specifications	\$ _____ /GAL	\$ _____
2.	280,000 GALS	DMC 820+ or equal As per Bid specifications	\$ _____ /GAL	\$ _____

TOTAL BID AMOUNT \$ \_\_\_\_\_

TOTAL BID AMOUNT \$ \_\_\_\_\_  
(WRITTEN)

EXCEPTIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**METHOD FOR PRICE REDETERMINATIONS**

The Bidder shall submit with their bid the method for price redetermination at the expiration of the purchase order contract. Please reference page 6, Price Adjustments for Additional Year Terms.

- \_\_\_ CPI                                      \_\_\_ PPI
- \_\_\_ Manufacturer Price List with Discount
- \_\_\_ Established Catalogue Price List with Discount
- \_\_\_ Manufacturer's Documented Price Adjustment
- \_\_\_ Bidder's Alternate – Describe: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**BID OFFER PAGE (cont'd)**  
**BID No. 16-17-07**

BUSINESS \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_ PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_

N.M. VETERANS CERTIFICATE/PREFERENCE NUMBER \_\_\_\_\_

N.M. BIDDER CERTIFICATE/PREFERENCE NUMBER \_\_\_\_\_

CONTRACTOR'S LICENSE NO. \_\_\_\_\_

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**By signing, I affirm I am authorized to represent my firm and to provide the services required according to this bid response.**

AUTHORIZED REPRESENTATIVE (SIGNATURE) \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (PRINT) \_\_\_\_\_