



**INVITATION TO BID:**

**BID NUMBER: 21-22-20**

**COOPERATIVE PRICE AGREEMENT FOR  
FUEL: CARDLOCK FACILITIES AND  
BULK FUEL PURCHASES – VARIOUS  
LOCATIONS**

PAYMENT TERMS: Net 30

**Various San Juan County Agencies**

REQUIRED DELIVERY: **As Specified**

**Jaime Jones**

Contract Analyst

Phone: 505-334-4548

E-mail: [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

FOB POINT: **As Specified**

Return Sealed Bids to:

**BID OPENING DATE: May 3, 2022  
TIME: 2:00 PM (Local Time)**

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

NIGP Code: 928-45 Fueling Services, Mobile  
(Vehicle)

- 
- **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. **Bid Offer Page must be signed in order to be considered for award, if received unsigned, bid will be rejected. Emailed 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.: 21-22-20**

**TITLE: COOPERATIVE PRICE AGREEMENT FOR FUEL: CARDLOCK FACILITIES AND BULK FUEL PURCHASES – VARIOUS LOCATIONS**

**14 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.: \_\_\_\_\_

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

**RETURN TO:**

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

**Emailed copies of the Acknowledgement of Receipt form will be accepted.  
Emailed 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 Chief Procurement Officer.
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. **IN-STATE 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. Resubmittal 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 thirty (30) 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.

## INTRODUCTION

Under a Cooperative Purchasing Agreement, San Juan County has formulated a purchasing network between the County and other local area agencies, (hereinafter referred to as "Agencies") for the purchase of Automotive Fuel within San Juan County. Adjoining Members are Aztec Municipal Schools, Central Consolidated Schools, and the Cities of Aztec and Farmington.

## SPECIFICATIONS AND REQUIREMENTS

### SCOPE OF SERVICES:

San Juan County is requesting sealed bids for the purpose of establishing a cooperative price agreement with Contractors in order to supply high-quality fuel, and fueling locations for owned and operated vehicles and heavy equipment. The bid will be presented in two (2) separate categories. *Category I* will be for fuel purchases made from various contractor owned cardlock facility locations, located in San Juan County. *Category II* will be for the purchase of bulk fuel, to be delivered and placed in Agency owned tanks at various field locations.

Category I – Cardlock Facility Fuel Purchases: The Agencies require that fuels (regular / mid-grade / premium unleaded gasoline, and diesel) be available for purchase at cardlock facilities from at least six (6) areas of San Juan County, including at least one (1) location each within the city limits of Aztec, Bloomfield, and Kirtland, and two (2) locations within the city limits of Farmington. Service/fuel must be available 24 hours a day, seven (7) days a week. Cardlock facilities must be safe, fully lighted, and easily accessible for the fueling needs of Agency vehicles, including: cars, pickups, dump trucks, transport trucks (with trailers), emergency vehicles (police and fire), and heavy equipment. The Contractor shall issue the required fuel cards and any other program material, as requested, at no extra charge to the Agencies. The card system shall utilize a card with a security code number. Any lost, stolen, or damaged fuel cards shall be replaced at no charge. If a fuel card is reported lost or stolen, by Agency personnel, the Agency shall not be held responsible for charges made on such card from that time forward.

Category II – Bulk Fuel Purchases for Agency owned Tanks: This category contains two (2) sections. Fuel for both Section #1 and #2 will be delivered between the hours of 8:00 AM and 4:30 PM, Monday through Friday, within a 24-hour period from the time the order is placed by authorized County personnel. The Contractor will present a delivery ticket at the delivery site, identifying the number of gallons delivered, and must obtain a signature of receipt from an authorized Agency individual.

Section # 1: The Contractor shall furnish and deliver the specified grade of unleaded gasoline and diesel #2 (and a winter-blend diesel as required by weather conditions) by *tractor trailer tanker (Transport Deliveries)* to each location as specified. Said fuel will be unloaded from the Contractor's tanker, into an Agency owned fuel tank, by the Contractor.

Section # 2: The Contractor shall furnish and deliver the specified grade of unleaded gasoline and diesel #2 (and a winter-blend diesel as required by weather conditions) by *tanker (Tank Wagon Deliveries)* to each location as specified. Said fuel will be unloaded from the Contractor's tanker, into an Agency owned fuel tank, by the Contractor.

## CURRENT AGENCY FIELD LOCATIONS:

### **San Juan County:**

Public Works - Road Shop, 305 South Oliver Drive, Aztec, NM  
Parks & Facilities - McGee Park, #41 CR 5568, Farmington, NM  
Riverview Golf Course, Hwy 64 CR 6520, Kirtland, NM

### **Central Consolidated Schools:**

Kirtland - 76A CR 6500, Kirtland, NM  
Shiprock - Hwy. 64, in Shiprock, NM  
Newcomb - Hwy. 491 South of Shiprock, NM

**City of Aztec:**

Parks Dept. Yard, 303 S. Ash, Aztec, NM  
Wastewater Plant, 900 S. Oliver Dr., Aztec, NM  
Public Works Dept. Yard, 610 Western Dr., Aztec, NM

**PRICE AGREEMENT TERM:**

The primary term of the agreement shall become effective on July 1, 2022 through June 30, 2023. There are to be renewal options for up to three (3) one-year terms. The renewal options shall not exceed four (4) 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 Agencies reserve the right to solicit additional bids or quotations, and purchase fuel from other sources, when deemed in the best interest of the Agency.

**TERMINATION OF AGREEMENT:**

In the event of a breach on any provision of the agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the agreement or take other steps, as it deems necessary. The Contractor shall pay the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with enforcement of this agreement.

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. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

**METHOD OF AWARD:**

*Category I* may be awarded to a single contractor, or to multiple contractors (multiple source awards). The County prefers that, whenever possible, Agency vehicles obtain fuel from a single Contractor in each geographical area (Aztec, Farmington, La Plata, Bloomfield, Kirtland and Shiprock). However, the County reserves the right to make multiple source awards in a single area, or to otherwise proceed in the overall best interests of the County, City or College. *Categories II* be awarded to a single contractor, or to multiple contractors (multiple source awards). Awards for both categories will be based on low responsive bid(s) (freight and markup), meeting the specifications and requirements.

**QUANTITIES:**

Quantities/gallons of fuel listed in each category are based on a 12-month period and are estimated only. San Juan County and each Agency reserve the right to purchase more than or less than as indicated. Fuel will be purchased on an as needed, when needed basis.

**BID PRICES ARE FIRM:**

Pricing (Freight and Markup) which is offered and accepted pursuant to this solicitation, shall be firm and fixed for the duration of the price agreement.

There shall be no additional charges for mileage, delivery, additional location(s), overhead, handling and administrative costs.

**COMMON RACK / FUEL PRICING:**

The common rack, which will be used for all computations of the price agreement fuel prices and billings to the Agencies during the term of the agreement, shall be the Bloomfield, New Mexico OPIS Price Average. The Contractor shall obtain the daily rack price in effect at 12:01 am on the day of each delivery, and then use it to compute the price agreement fuel pricing (Bloomfield, New Mexico OPIS Price Average rack price - plus or minus freight with markup - plus applicable taxes) for billing purposes for that day.

**Please write-in the Bloomfield, New Mexico OPIS average rack price and provide a copy of the current rack sheet. Do not include any State or Federal taxes.**

Date of OPIS: \_\_\_\_\_

Regular Unleaded \_\_\_\_\_ Premium Unleaded \_\_\_\_\_

Mid-Grade Unleaded \_\_\_\_\_ Premium w/o Ethanol \_\_\_\_\_

Diesel #2 ULSD \_\_\_\_\_

Dyed Diesel #2 (Red) \_\_\_\_\_ Diesel #2 ULSD Winter Blend \_\_\_\_\_

**FUEL SPECIFICATIONS:**

All fuels sold to the Agencies by the Contractor will meet all applicable Federal and State government requirements, regulations, and specifications. The fuels shall also meet or exceed all applicable automotive vehicle and heavy equipment manufacturer's specifications and requirements, and ASTM standards.

Octane Rating: Gasoline fuels shall contain proper fuel additives and have an (R+M)/2 minimum anti-knock index rating of 85 for regular unleaded, 87 for mid-grade unleaded, and 89 for premium unleaded gasoline.

**Note:** Bidders shall state the octane rating and MTBE/ethanol/methanol content for regular unleaded, mid-grade unleaded, and premium unleaded gasoline, which shall be met during the term of the price agreement.

	<u>Octane Level</u>	<u>MTBE / Ethanol / Methanol Content</u>
Regular Unleaded	_____	_____/_____/_____
Mid-grade Unleaded	_____	_____/_____/_____
Premium Unleaded	_____	_____/_____/_____
Premium w/o Ethanol	_____	_____/_____/_____
Diesel #2 ULSD	_____	_____/_____/_____
Diesel #2 ULSD Winter Blend	_____	_____/_____/_____
Dyed Diesel #2 (Red)	_____	_____/_____/_____

**TESTING:**

The Agencies may conduct periodic testing by a professional laboratory to insure that all applicable specifications are being met. If at any time fuel does not meet any applicable specification, the expense of the testing shall be borne by the Contractor. Following the testing, should the Contractor receive notice from an Agency that any fuel does not meet any specification, and the Contractor does not immediately remove the remainder of the fuel in subject tank and replace it with fuel that does meet all applicable specifications, the Contractor shall be in default (see termination of price agreement). The Agency will be reimbursed by the Contractor for any expenses incurred due to damages caused to Agency vehicles and/or heavy equipment by fuel that does not meet the stated fuel specifications and requirements.

**MONTHLY INVOICING:**

Category 1 – Cardlock Facility Fuel Purchases: The Contractor will present, for payment, itemized monthly billing statements to each Agency's Finance Department. The statements shall include the identification of the drivers, time and date of purchases, type of fuel purchased, gallons purchased, price per gallon, odometer readings, miles per gallon, applicable taxes, and total price. **The Contractor shall attach the four (4) weekly**



**rack price sheets for the month (an average of four, but depending on the month - in effect at the beginning of each week of the month during the billing period).**

Category II – Bulk Fuel Purchases: The Contractor will present, for payment, an itemized monthly billing statement to each Agency's Finance Department. The statements shall include the signed delivery ticket(s), the delivery locations of the fuels, type of fuels purchased, gallons purchased, price per gallon, applicable taxes, and total price. The Contractor shall also attach the weekly rack sheet, which was in effect at the time of each delivery.

**TAXES:**

Freight and markup charges shall not include any state or federal taxes. Any applicable taxes shall be included, as a separate item charge, on invoices presented to each Agency. Current applicable tax rate sheets will be supplied to the Finance Department on a regular basis, with billing statements.

**FUEL USAGE REPORTS:**

The Contractor shall furnish monthly fuel usage reports to each Agency's Finance Department. The reports shall list the total gallons of each fuel product purchased, in each area of Category I, and by location in Category II, along with the total dollar amount purchased of each fuel product.

**CONTRACTOR:**

The Contractor shall be qualified to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. The Contractor shall be properly licensed and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

**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.

**INDEPENDENT CONTRACTOR:**

The bidder awarded a price agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful 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. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

**INDEMNITY:**

The Contractor(s) awarded a price agreement 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 price 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  
213 S. Oliver, Aztec, NM 87410  
(505) 334-4548  
E-Mail [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**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.**

**BID OFFER (Pages 11-14)  
 BID NO. 21-22-20**

**CATEGORY I: CARDLOCK FACILITY FUEL PURCHASE LOCATIONS  
 AND BID PRICING- BID FREIGHT AND MARKUP CHARGES**

Please provide a website or list of current facility names and addresses for the following areas.

- AREA (A) – AZTEC, NM
- AREA (B) – BLOOMFIELD, NM
- AREA (C) – FARMINGTON, NM
- AREA (D) – KIRTLAND, NM
- AREA (E) - LA PLATA, NM
- AREA (F) – SHIPROCK, NM

Website for current station locations: \_\_\_\_\_

LIST OF STATIONS ATTACHED \_\_\_\_\_ YES \_\_\_\_\_ NO

***Note:** Additional fueling locations and facilities may be extended to the Agencies by an awarded Contractor (at the same pricing, terms, and conditions) as they become available.*

**SAN JUAN COUNTY:**

<b>Fuel Type:</b>	<b>Estimated Usage:</b>
1. Regular - Unleaded, Mid-Grade, Premium, Premium w/o Ethanol	200,000
2. Diesel #2- USLD, USLD Winter Blend USLD Red	35,000

**CITY OF AZTEC:**

<b>Fuel Type:</b>	<b>Estimated Usage:</b>
1. Regular - Unleaded, Mid-Grade, Premium	29,500
2. Diesel #2 - USLD, USLD Winter Blend USLD Red	10,350

**AZTEC SCHOOLS:**

<b>Fuel Type:</b>	<b>Estimated Usage:</b>
1. Regular - Unleaded, Mid-Grade, Premium	8,000
2. Diesel #2- USLD, USLD Winter Blend Blend Red	38,000

**CITY OF FARMINGTON**

<b>Fuel Type:</b>	<b>Estimated Usage:</b>
1. Regular - Unleaded, Mid-Grade, Premium	2,000
2. Diesel #2- USLD, USLD Winter Blend USLD Red	17,500

**CATEGORY 1: CARDLOCK BID PRICING**

**PRICING FOR CATEGORY I – BID FREIGHT AND MARKUP CHARGES**

<b>Fuel Type</b>	<b>Estimated <i>Grand Total</i> Usage (Gallons) for Agencies</b>	<b>Bid Freight and Markup Charges Above OPIS</b>	<b>Total Price (Based on Estimated Gallons)</b>
1. Regular Unleaded Mid-Grade Premium Premium w/o Ethanol	239,500	_____ /Gal.	\$ _____
2. Diesel #2 USLD USLD Winter Blend USLD Red	100,850	_____ /Gal.	\$ _____

**CATEGORY I – CARDLOCK FACILITY FUEL PURCHASES**

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

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

**CATEGORY II: BULK FUEL PRICING**

**AGENCY FIELD LOCATIONS**

**SAN JUAN COUNTY:**

<b><u>Fuel Type</u></b>	<b><u>Estimated Gallons</u></b>
<b>Regular Unleaded</b>	<b>25,000</b>
<b>Diesel</b>	<b>130,000</b>

McGee Park – 1000 Gal. Tanks, above ground  
Unleaded Gas & Diesel  
#41 Road 5568  
Farmington, New Mexico

Public Works - 300 & 4000 Gal. Tank, above ground  
Unleaded Gas & Diesel  
305 South Oliver  
Aztec, New Mexico

Riverview Golf Course – 2 ea. 1000 Gal. Tanks, above ground  
Unleaded Gas & Diesel  
4105 Hwy 64  
Kirtland, New Mexico

**CENTRAL CONSOLIDATED SCHOOL DISTRICT #22:**

<b><u>Fuel Type</u></b>	<b><u>Estimated Gallons</u></b>
<b>Regular Unleaded</b>	<b>55,000</b>
<b>Diesel</b>	<b>42,000</b>

Kirtland – 10,000 Gal. Tanks, below ground  
Unleaded Gas & Diesel  
76A CR 6500  
Kirtland, New Mexico

Shiprock – 10,000 Gal. Tanks, above ground  
Unleaded Gas & Diesel  
Hwy 64 (middle of Shiprock)  
Shiprock, New Mexico

Newcomb – 10,000 & 6000 Gal. Tanks, below ground  
Unleaded Gas & Diesel  
Hwy 491 (35 miles S. of Shiprock)  
Newcomb, New Mexico

**CITY OF AZTEC:**

<b><u>Fuel Type</u></b>	<b><u>Estimated Gallons</u></b>
<b>Regular Unleaded</b>	<b>3,000</b>
<b>Diesel</b>	<b>9,000</b>

Parks Department Yard – 250 Gal. Tank, above ground  
 Diesel, Dyed (2,500 gal annually est)  
 303 S. Ash  
 Aztec, New Mexico

Wastewater Plant – 250 Gal. Tank, above ground  
 Diesel  
 900 S. Oliver Dr., Aztec, New Mexico

Public Works Yard – 3 - 500 Gal. Tanks, above ground  
 Unleaded (3,000 gal annual est)  
 Diesel (2,000 gal annually est)  
 Diesel, Dyed (4,000 gal annually est)  
 610 Western Dr., Aztec, New Mexico

**PRICING FOR CATEGORY II – SECTIONS #1 AND #2 – BID FREIGHT AND MARKUP CHARGES:  
 AGENCY OWNED TANKS**

*Section #1 delivery by tractor trailer tanker (Transport)*

Specify Minimum Gallon Orders (if applicable) \_\_\_\_\_

*Section #2 delivery by tanker (Tank Wagon)*

Specify Minimum Gallon Orders (if applicable) \_\_\_\_\_

***The Contractor’s bid price, for freight and markup charges, shall be the same for both Sections of Category II (Section #1 and #2).***

<b>Fuel Type</b>	<b>Estimated Grand Total Usage (Gallons) for Agencies</b>	<b>Bid Freight and Markup Charges Above OPIS</b>	<b>Total Price (Based On Estimated Gallons)</b>
1. Regular Unleaded Mid-Grade Premium Premium w/o Ethanol	83,000	_____/Gal.	\$ _____
2. Diesel #2 USLD USLD Winter Blend USLD Red	181,000	_____/Gal.	\$ _____
TOTAL BID AMOUNT	_____	(NUMERALS)	_____
TOTAL BID AMOUNT	_____	(WRITTEN)	_____
EXCEPTIONS	_____		_____
	_____		_____
	_____		_____

BUSINESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

EMAIL ADDRESS \_\_\_\_\_

IN-STATE RESIDENT / VETERAN'S PREFERENCE \_\_\_\_\_

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 (PRINT) \_\_\_\_\_

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