

I. INSTRUCTIONS TO BIDDERS

- 1. SUBMISSION OF BID: BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE INDICATED IN THE COVER SHEET. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.** The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to the Chief Procurement Officer or her designee at the delivery address listed. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “**SIERRA COUNTY FAIRGROUNDS RENOVATIONS**” and should reference “**ITB # 2024-11-023**”. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all Bidders submitting Bids. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Bid shall not be disclosed to competing Bidders prior to contract award.
- 2. ACKNOWLEDGEMENT OF ADDENDA:** Bidders shall acknowledge receipt of any addenda of this ITB by identifying the addendums number and date in the space provided on the Bid form.
- 3. ALTERNATE BIDS:** Alternate Bids will be accepted and considered provided they are “equal to” and meet all specifications of this ITB which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The County reserves the right to make the final determination as to whether or not an alternate Bid is equal. It is the Bidder’s responsibility to provide, as part of the Bid, descriptive literature, specifications and information on all alternate products and services Bid. References of current users should be included. If the item(s) or service(s) Bid are not clearly identified as alternate item(s) or services, it is understood that the Bid is for item(s) and service exactly as specified in this ITB.
- 4. AWARD INFORMATION:** Award information will be posted electronically on the County’s Procurement Department web site: <http://www.sierraco.org> under Vendor Registry Link.

Please visit the Sierra County website: <http://www.sierraco.org> PROCURMENT- FREE VENDOR REGISTRY LINK- For the opportunity to fill out and submit the Sierra County Vendor Registry form, which will allow you notifications of all addenda’s and future projects. **NOTE: You will be required to be a registered vendor in Vendor Registry to see any updates.**

5. **MANDATORY SITE VISIT AND PRE-BID CONFERENCE:** Yes. November 14, 2024 @ 2:00 PM MDT **Location:** 1712 N. Date Street, Suite D, Truth or Consequences, New Mexico 87901. Follow the conference there will be a site-visit at the Fairgrounds, located at 2953 S. Broadway, Truth or Consequences, New Mexico 87901.
6. **DEADLINE TO SUBMIT WRITTEN QUESTIONS:** Potential Bidders may submit written questions as to the intent or clarity of this ITB until **5:00 PM MST** on or before **November 26, 2024** all written questions must be sent by e-mail to the Chief Procurement Officer or designated Representative Isaac Rivers, Chief Procurement Officer, irivers@sierraco.org
7. **RESPONSE TO WRITTEN QUESTIONS/ITB AMENDMENTS:** Written responses to written questions and any ITB amendments will be posted to the County Procurement Office web site link: <http://www.sierraco.org> See All Active RFP's, ITB's, RFQ's Link
8. **CANCELLATION:** The County reserves the right to cancel without penalty, this ITB, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
9. **CASH DISCOUNTS:** The County will take advantage of cash discounts bid whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
10. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or Bid preparation shall be made only by the CPO stated on the cover sheet of this ITB. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this ITB solicitation.
11. **COPIES OF BID:** If submitting by hard copy or on USB drive, please submit the number of hard/USB copies of your Bid as stated on the cover sheet along with all supporting documents. Bids submitted on a USB must be in PDF format.
12. **LATE SUBMISSIONS:** Late submissions of Bids will not be accepted or considered unless it is determined by County that the late receipt was due solely to mishandling by the County or the Bid is the only Bid received. Late submissions will be returned unopened.
13. **MODIFICATIONS:** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the Bid may be requested by the Procurement Officer or his designee following the opening.
14. **BID CLARIFICATION:** The Bids are to include with their Bid a local or toll-free number and e-mail address for Bid clarifications. Failure to do so may result in the bid being deemed non-responsive.

- 15. PERIOD FOR BID ACCEPTANCE:** Bidder agrees that any Bid submitted will be good for a period of ninety (90) calendar days; an additional time period may be requested in the ITB Scope of Work.
- 16. PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the ITB is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
- 17. REJECTION OF BIDS:** The County reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all Bids or any part thereof, and to accept the Bid that is in the best interest of the County.
- 18. SUBMISSIONS OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the Bid, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the County. Returns shall only be made at the Bidder's request and expense. Submissions provided on a CD shall be in PDF format.
- 19. TAXES:** The County is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price Bid. Applicable taxes are excluded from the ITB evaluation. A non-taxable transaction certificate can be made available by the County to the awarded firm.
- 20. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice, electronically (email) or in person by a Bidder or an authorized representative at any time prior to the submittal due date and time. Bids requiring bid security will result in forfeiture of the bid security if the Bid is withdrawn following the opening.
- 21. ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT:** Bidders must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix B). Submission of an Bid constitutes acceptance of the Evaluation Factors contained in Section II of this ITB.
- 22. INCURRING COST:** Any cost incurred by the Bidder in preparation, transmittal, presentation of any Bid or material or negotiation associated with their response to this ITB shall be borne solely by the Bidder.
- 23. PRIME CONTRACTOR RESPONSIBILITY:** Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.
- 24. SUBCONTRACTORS:** Use of subcontractors must be clearly explained in the Bid and each must be identified by name. The prime contractor shall be wholly responsible for

contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

25. **AMENDED BIDS:** An Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble Bid materials.
26. **BIDDERS RIGHT TO WITHDRAW BID:** Bidders will be allowed to withdraw their Bid at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Chief Procurement Officer or his designee. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.
27. **FIRM BID:** Responses to this ITB, including Bid prices, will be considered firm for ninety (90) days after the due date for receipt of Bids or sixty (60) days after the due date for the receipt of a best and final Bid, if one is solicited.
28. **DISCLOSURE OF BID CONTENTS:** All Bids and documents pertaining to an ITB will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer or his designee will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the remaining portions of the Bid. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Purchasing Agent shall examine the Bidder's request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

29. **NO OBLIGATION:** This procurement in no manner obligates Sierra County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property bid or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

- 30. TERMINATION:** This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.
- 31. SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
- 32. LEGAL REVIEW:** The County requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder concerns must be promptly brought to the attention of the Chief Procurement Officer or his designee.
- 33. GOVERNING LAW:** This procurement and any agreement with a successful Bidder shall be governed by the laws of the State of New Mexico.
- 34. BASIS FOR BID:** Only information supplied by the County in writing through the Chief Procurement Officer to his designee or in this ITB should be used as the basis for the preparation of bids.
- 35. BIDDER QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The Evaluation Committee will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
- 36. RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
- 37. CHANGE IN CONTRACTOR REPRESENTATIVES:** The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.
- 38. NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.
- 39. COUNTY RIGHTS:** The County reserves the right to accept all or a portion of a Bidder's bid.
- 40. RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Bidders and contractors must secure from the County written approval prior to

the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

- 41. OWNERSHIP OF BIDS:** All documents submitted in response to the ITB shall become the property of the County. However any technical or user documentation submitted with the bid of a non-selected Bidder may be returned after the expiration of the protest period, by request, at the expense of the Bidder
- 42. AMBIGUITY, INCONSISTENCY OR ERRORS IN ITB:** Bidders shall promptly notify the Chief Procurement Officer or his designee, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the ITB.
- 43. COMPETITION:** By submitting a bid, Bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the Bid submitted to the County.
- 44. CONFIDENTIALITY:** Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Sierra.
- 45. ELECTRONIC MAIL ADDRESS REQUESTED:** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidders must have a valid e-mail address to receive this correspondence.
- 46. USE OF ELECTRONIC VERSIONS OF THIS ITB:** This ITB is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.
- 47. BACKGROUND INVESTIGATIONS:** Sierra County is committed to the safety of its employees, contractors and the community it serves. To that end, any firm awarded a contract shall be required to assure that the personnel assigned to the project do not possess criminal records that would violate the standards for employment. The successful Bidder must certify that the company and its' employees are or will be in compliance with those standards for the project awarded.
- 48. CANVASSING OF ELECTED MEMBERS AND COUNCIL OFFICERS:** Canvassing of Elected Members or Council Officers will automatically lead to disqualification.
- 49. SURETY BOND:** A 100 percent, Performance, Labor and Materials Payment Bond shall be required for each construction project in excess of \$25,000.
- 50. BID (SECURITY) BOND:** A 5 percent of bid value.