

**SIERRA COUNTY
STATE OF NEW MEXICO**

INVITATION TO BID

**SIERRA COUNTY FAIRGROUNDS
IMPROVEMENTS**



ITB # 2024-11-023

**SIERRA COUNTY PROCUREMENT
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901**

Issue Date: November 6, 2024

Mandatory Pre-Bid Conference: November 14, 2024 @ 2:00 PM MDT

Question Deadline: November 26, 2024 @ 5:00 PM MDT

Due Date: December 12, 2024 @ 5:00 PM MDT

OTHER INFORMATION:

Freight Terms: FOB Destination

Payment Terms: NET 30

Commodity Codes: NIGP: 15512; 15550; 90922

INVITATION:

Sierra County (hereinafter called County) invites you to submit a Bid for the material(s) and/or services identified and described within this Invitation To Bid (ITB). Please read carefully all instructions, specifications, and requirements, scope of work, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this Bid may result in your Bid being classified as unresponsive and disqualified. Bids must be submitted to the delivery location and mailing address indicated below no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

BID SUBMITTAL:

All information must be entered in ink or typed and corrections must be initialed. **Bidders are required to submit three (3) printed, one marked original and one (1) electronic copies of their Bid.** Bids are to be submitted in a sealed envelope or package, clearly marked with the Invitation To Bid Number and Opening Date (see Bid Due By date above) in the lower left hand Corner. Failure to mark your sealed Bid Submission Envelope or package may result in your Bid being opened early or your Bid not being included in the Invitation To Bid Opening.

SUBMITTAL LOCATION:

Delivery Location address:

Sierra County
Attn: Isaac Rivers, Chief Procurement Officer
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901

***Public Bid Opening: Same address as above- Location- Commission Chambers**

Mailing Address:

Sierra County
Attn: Isaac Rivers, Chief Procurement Officer
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901

SIERRA COUNTY CONTACT INFORMATION:

Isaac Rivers

Telephone: 575-952-2025 E-mail: irivers@sierraco.org

APPENDIX:

- A -- ACKNOWLEDGEMENT OF RECEIPT FORM
- B – BID SIGNATORY FORM
- C – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA 201 – 2007
- D – CONFLICT OF INTEREST/DEBARMENT CERTIFICATION FORM
- E – CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- F – RESIDENT VETERAN PREFERENCE
- G – LOCAL PREFERENCE

EXHIBITS:

- A – QUESTION SUBMITTAL FORM
- B – INSURANCE REQUIREMENTS
- C – AIA G715-2017: Certificate of Insurance Form (Supplement)
- D – AIA A310-2010: Bid Bond Form

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 CONDITONS 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.

II. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Chief Procurement Officer" (also "CPO") means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed Bids.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"County" means the County of Sierra, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor (as opposed to a "mandatory" item or factor).

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Bids.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed Bids.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor (as opposed to a "desirable" item or factor). Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

"Bidder" is any person, corporation, or partnership who chooses to submit a Bid.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Sierra that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Sierra Purchasing Office or the Sierra County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer for the County of Sierra.

"Invitation To Bids" or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting Bids.

"Responsible Bidder" means an Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this solicitation.

"Responsive Bid" or "Responsive Bid" means an Bid or Bid which conforms in all material respects to the requirements set forth in the Invitation To Bid. Material respects of an Invitation To Bid include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the Bidder in their bid, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include; *"The [NAME HERE] Company agrees to comply with this requirement."*, *"The [NAME HERE] Company concurs with this requirement."* and *The [NAME HERE] Company agrees to participate as required."*

III. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

Sierra County Procurement Department Website

<http://www.sierraco.org>

New Mexico Procurement Code

<https://nmonesource.com/>

IV. INVITATION TO BID (ITB) STANDARD TERMS AND CONDITIONS

The purchases of materials and/or services awarded under this ITB shall be subject to the County's "Standard Terms and Conditions" and all information and statements contained in this Invitation To Bid. The terms, conditions and specifications contained in this ITB along with any attachments and the Bidders' response may be incorporated into any Purchase Order/ Agreement issued as a result of this ITB, including any addenda. Any provisions in any Bid, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this ITB or the resultant contract will be ineffective and inapplicable.

***BASIS OF AWARD:** Contracts awarded as a result of this solicitation shall be awarded to the responsible Bidder(s) whose Bid represents the best value and is in the County's best interest. The lowest bid to provide lowest cost for building construction will be determined the day of the bid opening. The County will base the award on what benefits of the department based on the funding and offer (s).

V. SCOPE OF WORK

1.1 DESCRIPTION: The Sierra County Fairgrounds would like to improve existing facilities along with an expansion.

Event Barn Improvements

- Replace all pedestrian doors and a single overhead door.
- New HVAC system.
- New interior lighting.
- Addition of electrical outlets.
- Upgraded electrical infrastructure to support Event Barn and Restroom/Kitchen addition.

Restroom/Kitchen Building Addition

- Demolish existing restroom, storage building, and servicing utility lines.
- New prefabricated metal structure to house Kitchen and Restroom addition.
- New water and sewer line.
- New kitchen equipment.

Multi-Purpose Facility (Add-Alternate)

- New pre-fabricated metal structure, unconditioned space.
- New settlement catchment tank.
- New water and sewer line.

Pavilion Improvements

- Replace corner columns.
- Add bollards around corner columns.
- Attached shade structure

Site Improvements

- Remove existing trees.
- Grading and site drainage improvements.
- Replace building downspouts and gutters on existing buildings.
- Replace sewer line servicing existing office-trailer.

1.2 Things to consider:

- ✓ During the days of February 27th through March 4th, and April 21st through April 27th, work on the Event Barn shall be discontinued to allow for private event use. Event Barn and east parking lot shall be cleaned and made accessible to the public. Event Barn should have functioning electrical power for use.
- ✓ Contractor shall install temporary electrical meter and will be responsible for payment of electricity utility.

1.3 SUBMITTALS

- A. Time and Materials - the provision of services and goods based on the actual amount and cost of time and materials require for such provisions.
- B. Contract Closeout Submittals: Operation and Maintenance manual (if applicable).

1.4 MANUFACTURER'S WARRANTY

- A. The Contractor shall provide manufacturer warranties its products for a period of ten (10) years from the date of completion of its work to the extent that it will repair any defects of which It is notified during that period which may appear because of faulty design, workmanship or material furnished under the specifications. A copy of the manufacturer's warranty shall be submitted with the submittal package.
- B. All guarantees for equipment or accessories not manufactured by manufacturer, shall be provided to the owner.

VI. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue ITB	Chief Procurement Officer (CPO)	November 8, 2024
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	November 13, 2024
3. Mandatory Pre-Bid Conference	CPO	November 14, 2024 @ 2:00 PM
4. Deadline to Submit Questions	PO	November 26, 2024 @ 5:00 PM
5. Response to Written Questions/ ITB Amendments	CPO	TBD
6. Submission of Bid	Bidders	December 12, 2024 @ 5:00 PM
7. Bid Opening/Evaluation	Evaluation Committee (EC)	TBD
8. Contract Award*	Purchasing Agent/BCC*	December 17, 2024
9. Protest Deadline	Bidders	15 Days of Notification
Start of Performance	BCC	Pending

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue ITB

This ITB is being issued by the County Chief Procurement Officer.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Isaac Rivers, Chief Procurement Officer, by the close of business on the date indicated in Section VI.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any ITB amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the ITB, and the potential Bidder's organization name shall not appear on the distribution list.

3. Site Visit and Pre-Bid Conference – Yes. As indicated on page 5 and Sequence of Events.

4. 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 the date indicated in Section VI.A (Sequence of Events), above. All written questions must be sent by e-mail to the County Procurement Officer.

5. Response to written questions/ITB Amendments

Written responses to written questions and any ITB amendments will be posted to the County Chief Procurement Officer web site link: <http://www.sierraco.org> under the Vendor Registry Link.

Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A. The “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Bidder's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Bid

BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 5:00 PM MST ON THE DATE INDICATED IN SECTION II. PARAGRAPH A (SEQUENCE OF EVENTS),

ABOVE. 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 his designee at the delivery address listed in Section I, Paragraph C. Bids must be submitted sealed and labeled on the outside of the package to clearly indicate that they are in response to the “Sierra County Fairgrounds Improvements” Invitation to Bid 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.

7. Bid Evaluation

The Chief Procurement Officer may at his/her option initiate discussions with bidders who submit responsive or potentially responsive Bids for the purpose of clarifying aspects of the Bids; please note Bids may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Bidder.

8. Contract Award

Any contract awarded shall be awarded to the Bidder whose bid is most advantageous to the County, taking into consideration the evaluation factors set forth in this ITB. Such award shall be subject to the prior review and approval of the County Commission.

The selected firm will be submitted to the County Commission for approval of award. The County will then enter into construction contract consistent with AIA Document A201 – 2007 and Supplementary Conditions (Appendix C).

9. Protest Deadline

Any protest by an Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Sierra County Procurement Policy. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award. Protests must be written and must include the name and address of the protestor and the Request For Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer and/or her designee:

*Sierra County Procurement
Attn. Isaac Rivers, Chief Procurement Officer
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901*

NOTE: Protests received after the deadline will not be accepted.

VII. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidder's may submit only one (1) response to this ITB.

B. NUMBER OF COPIES

Bidders shall deliver three (3) printed and one (1) electronic copies of their Bid to the location specified for the delivery and receipt of Bids on or before the closing date and time for receipt of Bids. *(Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (3) identical copies would be fulfilled by submitting the original and three [3] copies of the original.)* The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures.

VIII. EVALUATION CRITERIA

The mandatory requirements listed below requires a vendor response, as indicated. *Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Bidder's Bid.* Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the requirements of this ITB, will be used in the evaluation of individual Bid submittals.

A. License (PASS/FAIL)

State of New Mexico License –GBO2 and/or GB98-Construct, Alter or repair fixed works facilities.

B. Prior Business Experience (PASS/FAIL)

Must have been in business performing similar and like services for a period of 5 years or more.

C. Bid Security Bond (PASS/FAIL)

BASIS OF AWARD: Contracts awarded as a result of this solicitation shall be awarded to the responsible Bidder(s) whose Bid represents the best value and is in the County's best interest.

Note: Surety Bonds will be required at time of agreement and prior to issuance of purchase order.

BID FORM

Relationship of County ("Owner") and the successful Contractors - The successful Contractor accept a relationship of trust and confidence between itself and Sierra County. The Contractor shall agree to furnish his/her/its' best skill and best judgment and to cooperate with County, any and all regulatory agencies, and any design professionals associated with the oversight and funding of each project to be awarded as a result of this Invitation To Bid solicitation. The successful Contractor shall furnish efficient Contractor reviews, business administration, field supervision and shall use his/her/its' best

efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the County, and in strict conformity with all funding requirements, State, Federal and local rules, laws and regulations.

This ITB contains specific requests for information. In responding to this ITB, Bidders are encouraged to provide additional information if Bidder believes that information is to be relevant.

CONTRACT SUM

The Contract Sum is based upon the following combination of Bids and Bid alternates, if any, offered. **Base bid** amounts include all parts, labor, material, equipment, supplies, design fees, licensure, permits, delivery, bonds, insurance, etc. required to design.

Bid Alternative No. 1 to be work associated with Multi-Purpose Facility.

Base Bid : \$ _____ .00

Additive Alternate No. 1: \$ _____ .00

New Mexico Gross Receipt Tax: (___ %) \$ _____

TOTAL NOT TO EXCEED FEE:

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____ (\$ _____ .00), excluding NMGRT, subject to additions and deductions as provided in the Contract Documents.

Total compensation including NMGRT shall not exceed

\$ _____ .

SUBCONTRACTOR LISTING:

Contractor is required to identify each subcontractor to be engaged in this project for which the sub-contractor will perform services regardless of the amount. For each listed sub-contractor, Contractor is required to complete and submit the attached "*Exhibit A – Attachment 1A, Subcontractor Listing Form*".

SUBSTANTIAL COMPLETION:

The Contractor is to achieve Substantial Completion of the entire work not later than September 26, 2025, subject to adjustments of this Contract Time as provided in the Contract Documents.

LIQUIDATED DAMAGES:

The Contractor agrees to pay as liquidated damages, the sum of **five hundred dollars (\$500.00)** for each consecutive calendar day after the stipulated contract time the work remains incomplete

Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Company: _____

Address: _____

City/State/Zip: _____

Subcontractor Listing Form

Pursuant to Section 13-4-34 of the New Mexico Procurement Code, the listing threshold for this Public Works Project is established at five-thousand dollars (\$5,000). Any person submitting an bid shall set forth:

1. The name and location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the Public Works Construction Project in an amount in excess of the listing threshold; and

2. The nature of the work which will be done by each subcontractor. List only one subcontractor for each category of work or trade.

If my Quote is accepted, the following subcontractor(s) may perform work under this contract. (If you do not plan to utilize subcontractors, write "None".)

Company Name: _____ **DOL Reg. #** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-Mail Address: _____ **License No:** _____

Phone No.: _____ **Fax No.:** _____

Work to be performed _____

Company Name: _____ **DOL Reg. #** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-Mail Address: _____ **License No:** _____

Phone No.: _____ **Fax No.:** _____

Work to be performed _____

Company Name: _____ **DOL Reg. #** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-Mail Address: _____ **License No:** _____

Phone No.: _____ **Fax No.:** _____

Work to be performed _____

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
Invitation To Bid

SIERRA COUNTY ITB # 2024-11-023

In acknowledgment of receipt of this Invitation To Bid, the undersigned agrees that he/she has received a complete copy of the above referenced ITB including all Appendix and Exhibits.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the County Procurement Officer no later than November 12, 2024.

The firm listed below does/does not (circle one) intend to respond to this Invitation To Bids.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

DATE: _____

This name and address will be used for all correspondence related to the Invitation To Bid.

Please return to:

Isaac Rivers
Sierra County Purchasing
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901
Phone: (575) 894-6215
Fax: (575) 894-9548
E-mail: irivers@sierraco.org

APPENDIX B**BID SIGNATORY FORM**

THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE ITB.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this ITB with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this ITB and at the prices stated within the ITB.

The undersigned further states that the company submitting this ITB is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this ITB.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

NEW MEXICO LOCAL PREFERENCE NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE: _____

APPENDIX C

**Agreement Between Owner and Contractor
Sierra County Fairgrounds Improvements**

This Agreement (“Agreement”) is made effective as of the ___ day of ___ in the year of ___ by and between Sierra County, New Mexico (“Owner”) and _____ “Contractor”.

The Owner and Contractor agree as set forth below:

AGREEMENT

PART 1: WORK OF THIS CONTRACT

The Owner hereby engages the Contractor under the terms and conditions of this Agreement and the other Contract Documents (defined below) to perform construction services in accordance with the terms of this Agreement.

The form of agreement shall be:

- ***This Agreement***
- Invitation To Bid Packet
- AIA DOCUMENT A201-2007, General Conditions of the Contract for Construction
- State of New Mexico, Department of Workforce Solutions, Minimum Wage Rate Determination

The following General Terms and Conditions are an equal and integral part of this Agreement. The terms, conditions and specifications contained in **Sierra County ITB# 2024-11-023, Sierra County Fairgrounds Improvements**, along with any attachments and the Contractors’ response are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation To Bid; then
4. the Contractors Bid Submittal; then
5. the Contractor’s standard agreement terms and conditions (which may or may not have been submitted as part of the contractor’s bid.

Contractor shall provide licensed construction services, including labor, equipment and materials to perform work as generally described below with the Scope of Work.

PART 2: SCOPE OF WORK

2.5 The work consists of Construction services. The contractor must be licensed by the New Mexico Construction Industries Division as a: GB02 and/or GF-98.

2.6 The duties and responsibilities of the successful contractors include, but may not be limited to performing the following services. Generally, the work is improvements to the Event Barn Building, new Restroom/Kitchen building addition, new Multi-Purpose facility building, improvements to existing Pavilion, various site improvements.

Wage Rates

2.11 *New Mexico Local Public Works* (Projects equal to or greater than \$60,000) are subject to the requirements of 13-4-13.1. Note, a separate wage rate determination will be provided for each project in excess of \$60,000.

PART 3: PERFORMANCE OF THE WORK

3.1 The Contractor shall execute the work awarded to Contractor in accordance with and as described in, or reasonably inferable from, the Contract Documents, including the Exhibit A, Invitation to Quotation Form and the exhibits and attachments thereto and the Purchase Order for each Project (the "Work").

3.2 If the Contract Documents require that the Contractor provide design services for any portion of the Work for a given project that is described as being provided on a design and construct basis (the "Design and Construct Work"). The Contractor, directly or through its qualified Subcontractor, shall provide the design services necessary to prepare the drawings, specifications and other design submittals required to obtain permits for, and construct the Design and Construct Work. Contractor shall submit the drawings and specifications for the Design and Construct Work to the Owner for approval prior to constructing the Design and Construct Work. The Design and Construct Work shall be designed and constructed in compliance with applicable codes, laws and regulations. To the extent required by the law of the state of New Mexico, the design services for the Design and Construct Work shall be provided by duly licensed design professionals. The Contractor assumes responsibility to the Owner for the performance of the Design and Construct Work, including any negligent errors and omissions in the design of the Design and Construct Work. Further, the liability insurance required of the Contractor and any Subcontractor performing Design and Construct Work pursuant to the Agreement shall specifically delete any design or design-build exclusions that could limit, compromise or exclude coverage in connection with the Design-Build Work.

3.3 If any Work is to be performed in an occupied building, the Contractor shall perform the Work in a manner that will not, to the greatest extent possible, interfere with the Owner's on-going operations at the Project site or disturb the occupants. Contractor shall use its best efforts to limit the impacts of noise and dust generated from the performance of the Work on the occupants, and shall comply with specific work rules provided by Owner. Contractor's use of a Project site for access, storage, staging and parking shall be limited to those areas designated by the Owner. The Contract Sum approved for each Project as stated in the Purchase Order issued to Contractor for that Project, includes all amounts required to comply with this Section.

PART 4: RELATIONSHIP OF THE PARTIES

4.1 The Contractor accepts a relationship of trust and confidence between itself and Sierra County. The Contractor agrees to furnish his/her/its' best skill and best judgment and to cooperate with County and all regulatory agencies, and any design professionals associated with the oversight and funding of the Project. The Contractor shall furnish efficient Contractor reviews, business administration, field supervision and shall use his/her/its' best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the County, and in strict conformity with all funding requirements, State, Federal and local rules, laws and regulations.

4.2 Photographs

The contractor will take before, daily progress, and after digital photographs of the work assigned. The photographs will be identified by date, location, and a description of the work. Photographs will be provided to the contract administrator on a weekly basis.

PART 5: EQUAL OPPORTUNITY

5.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, recruitment or recruitment advertising, upgrading, layoff or termination, demotion, rates of pay or other forms of compensation, transfer, selection for training (including apprenticeship)

5.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

5.3 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

PART 6: MINIMUM WAGE RATES

6.1 The Contractor warrants and agrees that he will comply and will require all Subcontractors and Sub-subcontractors to comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$20,000. The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payroll in accordance with the regulations under "Minimum Wage Rates" to the office of the State Labor Commission, Santa Fe, New Mexico 87503, address as stated in the Determination and to the Owner.

PART 7: CONTRACT AUDIT

7.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing (§13-1-16 NMSA 1978).

PART 8: DEBARRED OR SUSPENDED CONTRACTORS

8.1 A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

PART 9: BRIBES, GRATUITIES, AND KICKBACKS

9.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this ITB and for any person to bid or pay anything of value to any such public employee (§ 30-24-1 and 30-24-2 NMSA 1978).

9.2 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §§ 30-24-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, and violation of which constitutes a felony. Further, the Procurement Code (§§ 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

PART 10: NONRESIDENT CONTRACTOR'S REQUIREMENTS: GROSS RECEIPTS TAX SURETY BOND

10.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in § 7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in this state and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the Contract. The person shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

10.2 If the total sum to be paid under the Contract is changed by ten percent (10%) or more after the date the surety bond or other acceptable security is furnished to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within 14 days after the change (§ 7-1-55B NMSA 1978).

10.3 In addition to the above requirements, the Contractor will be subject to all the requirements of Section 7-1-55 NMSA 1978.

PART 11: CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

11.1 Section 7-10-4 NMSA 1978 provides that any person (as defined in § 7-10-3 NMSA 1978) performing services for the State, as those terms are used in the Gross Receipts and Compensating Tax Act (§§ 7-10-1 through 7-10-5 NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.

11.2 The identification number is needed to properly complete the approval process of the Contract; therefore, so as to cause no delay in the processing, the Contractor must register with the Division. For information, contact: Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr.,

Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, Telephone: (505) 988-2290.

11.3 If any person who performs services for the State is not registered to pay the gross receipt tax, the State shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

PART12: ASSIGNMENT OF ANTITRUST CLAIMS

12.1 The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub-subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub-subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub-subcontractor. Waiver by the Owner may not unreasonably be denied.

12.2 It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

PART13: CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

13.1 Special attention of Bidder is called to requirements of Sections 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

PART 14: ADDENDA AND MODIFICATIONS

14.1 All Addenda and Modifications issued in writing during the Bidding period will become part of the Contract Documents.

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation To Bid; then
4. the Contractors Bid Submittal; then
5. the Contractor’s standard agreement terms and conditions (which may or may not have been submitted as part of the contractor’s bid.

OWNER

CONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX D

**CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM
SIERRA COUNTY CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE
ORDER/AGREEMENT IS \$20,000 OR GREATER**

CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time

SIERRA COUNTY FAIRGROUNDS IMPROVEMENTS

during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the County Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

(a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.

SIERRA COUNTY FAIRGROUNDS IMPROVEMENTS

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/Zip: _____

APPENDIX E**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 a local public body during the two years prior to the date on which the contractor submits an bid or, in the case of a sole source or small purchase contract, the two years prior to 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE INVITATION TO BID AND 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“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

SIERRA COUNTY FAIRGROUNDS IMPROVEMENTS

that official’s behalf for the purpose of electing the official to 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 unreimbursed travel or other 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 of (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 Invitation To Bid and ending with the award of the contract or the cancellation of the Invitation To Bid.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed ITB process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person or business qualifies 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.

Name(s) of Applicable Public Official(s): *Travis Day, James E. Paxon and Hank Hopkins*

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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)

APENDIX F

**RESIDENT VETERANS NATIVE AMERICAN
PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE (2) CHECK BOXES LISTED BELOW:

___ I declare that my organization is **ineligible** to receive New Mexico Resident Veterans Native American Preference.

___ I declare that my organization is **eligible** to receive New Mexico Resident Veterans Native American Preference

Please Indicate: Veteran Preference _____ 10% under \$6 Million.

Resident Preference: _____ 8%

Native American Resident: _____ 8%

AN ACT

RELATING TO PROCUREMENT; AMENDING THE RESIDENT VETERAN BUSINESS PREFERENCE; REPEALING LAWS 2012, CHAPTER 56, SECTION 2 AND LAWS 2012, CHAPTER 56, SECTION 6.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1. Section 13-1-21 and 22 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21 and 22. APPLICATION OF PREFERENCES. --

EFFECTIVE DATE. --The effective date of the provisions of this act is August 2022.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Engineer Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

APPENDIX G

LOCAL PREFERENCE

Sierra County Preference Certificate

1712 N. Date Street, Suite D, New Mexico 87901 | (575) 894-6215 | Fax (575) 894-9548

DESCRIPTION APPENDIX G

The phrase "Sierra County Business" shall mean a business that has its primary and permanent office or business location or primarily conducts its business within the boundaries of Sierra County for at least one (1) year preceding the submission of an application for a Sierra County procurement preference, and which, if a foreign corporation, has filed a unitary return pursuant to the Corporate Income and Franchise Tax Act and NMSA 1978, Section 7-2A-8.3 at the time of application for a preference certificate. Whereas, local businesses pay local Gross Receipt Taxes, spend their dollars locally, and reinvest in the community. All applicants will be reviewed and by the Procurement Manager.

ELIGIBILITY OF THE SIERRA COUNTY PROCUREMENT PREFERENCE

SIERRA COUNTY BUSINESS

A Sierra County Business shall be eligible to claim the 0.99% preference established only when presenting, prior to or at the time established in the solicitation for receipt of proposals or invitations for bids, a Sierra County Preference Certificate is issued by the Procurement Manager.

Application Fee

\$25.00- Non-Refundable- Does Not Guarantee Acceptance.

EXPIRATION OF CERTIFICATE

A Preference Certificate shall be valid for four (4) years from the date of its issue or once the applicant no longer meets the criteria.

DENIAL OF CERTIFICATE; PROTEST; REVOCATION

1. Purchasing Manager shall determine if an applicant is eligible for certification.
2. If application is denied a notice of denial shall be issued.
3. A business whose application for a Preference Certificate is denied may protest the denial to the Procurement Manager in conformity with the protest procedure of the Sierra County Purchasing Policy.

- 4. Through developing facts, the Procurement Manager will revoke the certificate and notify the applicate, if the information provided is inaccurate or misleading information.

OBTAINING A LOCAL PREFERENCE CERTIFICATE

DATE: _____
COMPANY NAME: _____
CONTACT PERSON: _____
PHONE NUMBER: () -
EMAIL ADDRESS: _____

Please, check appropriate answer:

- 1. _____YES _____NO is your business registered in the State of New Mexico and in good standing?

- 2. _____YES _____NO has your business been established within the boundaries of Sierra County for longer than (1) year? (A copy of the business Gross Receipt Tax Return for the year preceding must be attached to application. Income amounts and taxes paid may be redacted).

- 3. _____YES _____NO Do you have a valid municipal business license? (A copy must be attached to application to be considered).

- 4. _____YES _____NO Are you a foreign corporation? – If so, copies of the most recent State and Federal Tax returns applicable to the business.

CERTIFICATE

Once all requirements are met and verified, a Certificate from the County of Sierra will be issued to you and business. Thank you for your submission. Certificate shall be active prior to bid submittal.

EXHIBIT A

ITB Question Submittal Form

ITB# 2024-11-23

All written questions must be addressed to the Buyer for this ITB. Bidders are to submit written questions using the format below. Written responses to the questions received will be distributed by Sierra County Chief Procurement Officer as addenda to this ITB solicitation. Deadline for Questions: November 26, 2024.

Question #	Reference Page/Paragraph/Sec	Question

*Response to be determined.

EXHIBIT B

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-715 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

“Sierra County Commissioners, Sierra County its agents, servants and employee are held as additional insured.”

“The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner.”

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Worker’s Compensation as required by applicable State law for all Contractor’s employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker’s Compensation Insurance for all the subcontractor’s or sub subcontractor’s Workers which are covered under the Contractor’s Worker’s Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker’s Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer’s insurance in any amount of not less than \$500,000.

CONTRACTOR’S PUBLIC LIABILITY INSURANCE

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor’s or sub-subcontractor’s work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor’s sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or Sub-subcontractor to be covered under the contractor’s policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective June 8, 2012 are:

\$1,000,000 per occurrence; \$1,000,000 annual aggregate.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE

The Contractor shall either:

1. Require each subcontractor or sub-contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

PROFESSIONAL LIABILITY

Minimum limits: \$1,000,000 per occurrence and \$3,000,000 aggregate.

The Vendor shall procure and shall maintain during the life of this contract Professional Liability insurance as required by applicable State law. In case of any work being sublet, the Vendor shall require the subcontractor or sub-subcontractor similarly to provide professional liability Insurance for all the subcontractor's or sub-subcontractor's work being performed under this agreement. In any case whereby the Vendor's sub-contractors or sub-subcontractors services are not covered under separate policy, the Vendor shall provide and shall cause each subcontractor or sub-subcontractor to be covered under the Vendor's policy.

Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To:

County of Sierra
Isaac Rivers, Chief Procurement Officer
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below.

To the Contractor: [Name Here]

Contract Signature: _____ Date: _____

Company Name: _____

Printed Name:

Address:

By: _____ Date: _____
Amber Vaughn, County Manager

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 17th day of December, 2024.

Travis Day, Chair

James E. Paxon, Vice- Chair

Hank Hopkins, Commissioner

Attest:

Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By: _____ Date: _____

Isaac Rivers
Sierra County Chief Procurement Officer
Address: 1712 N. Date Street, Suite D, Truth or Consequences, New Mexico 87901