

**SIERRA COUNTY
STATE OF NEW MEXICO**

**INVITATION TO BID
TANDUM DUMP TRUCKS
FOR ROAD DEPARTMENT**



ITB # 2021-07-014

SIERRA COUNTY PROCUREMENT

855 VAN PATTEN

TRUTH OR CONSEQUENCES, NM 87901

Issue Date: July 2, 2021

Question Deadline: July 8, 2021 @ 2:00 PM MDT

Due Date: July 22, 2021 @ 2:00 PM MDT

PUBLIC OPENING

NOTE: MASK REQUIRED AND SOCIAL DISTANCING

IF NOT VACCINATED

OTHER INFORMATION:

COMMODITY CODE REF: Ref. Code NIGP: 06530, NIGP: 07208,

Freight Terms: FOB Destination

Payment Terms: NET 30

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 four (3) printed 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: Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

Mailing Address:

Sierra County
Attn: Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

SIERRA COUNTY CONTACT INFORMATION:

Jocelyn Holguin, CPO

Telephone: 575-894-6215

E-mail: jholguin@sierraco.org

APPENDIX:

- A-- BID REQUEST FOR COST FORM
- B -- ACKNOWLEDGEMENT OF RECEIPT FORM
- C – ACKNOWLEDGEMENT OF ADDENDA
- D – CONFLICT OF INTEREST/DEBARMENT CERTIFICATION FORM
- E – CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- F -- VETERAN LOCAL PREFERENCE

EXHIBITS:

- A – LETTER OF TRANSMISSION FORM
- B - QUESTION SUBMITTAL FORM
- C – SAMPLE CONTRACT
- D – SCOPE OF WORK/SPECIFICATIONS

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 “**TANDEM DUMP TRUCKS FOR ROAD DEPARTMENT**” and should reference “**ITB #2021-07-014**”. 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>

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:** NONE

- 6. DEADLINE TO SUBMIT WRITTEN QUESTIONS:** Potential Bidders may submit written questions as to the intent or clarity of this ITB until 2:00 PM MST on or before **July 8, 2021** all written questions must be sent by e-mail to the Chief Procurement Officer- jholguin@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 RFPs, ITBs, RFQs Link located in Vendor Registry. Vendors must be registered in Vendor Registry for updates, changes and notifications. It is a free service to all prospective vendors.

- 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 CD, please submit the number of hard/CD copies of your Bid as stated on the cover sheet along with all supporting documents. Bids submitted on a CD 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 a 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. BID BOND: 13-1-148. Bid and performance bonds; additional requirements.

A. Bid and performance bonds or other security may be required for contracts for items of tangible personal property or services as the state purchasing agent or a central purchasing office deems necessary to protect the interests of the state agency or a local public body. Any such bonding requirements shall not be used as a substitute for a determination of the responsibility of a bidder or offeror.

A \$25 Thousand Dollar Bid Bond shall be required for this solicitation.

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> Located in Vendor Registry- See All Active RFPs, ITBs, RFQs

New Mexico Procurement Code

<https://www.nmcompcomm.us/search-laws>

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.

All equipment purchased with grant funds must be inspected by the funding agency upon receipt.

Failure to meet deadlines will result in the loss of funds. Be advised that Grant recipients need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case- by-case basis and are not automatically granted.

***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 of either the (2) New Trucks or the (4) Used 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-

Sierra County Road Department is seeking either new or used tandem dump trucks to perform necessary duties within the community. The dump trucks shall be fully equipped and comply with the DOT Standards. A **tandem dump truck** has one axle in the front and a double axle in the back. With the weight distributed between the **tandem** axles, the **truck** can carry more weight. The county would like to purchase either 2 New or 4 Used dump trucks.

Warranty repairs shall be conducted at the Sierra County Road Department when necessary and if allowable pending necessary or needed repairs. New trucks shall provide a new warranty and used shall provide a minimum 90-day warranty, both shall provide a “certificate of working order” by a certified mechanic or appraiser. All manuals shall be provided for new or used trucks.

Note: The specifications for the approved equipment must be reviewed and approved by the funding Agency prior to encumbering any funds or issuing payment.

1.2 SCOPE:

**SEE ATTACHED: EXHIBIT D-
FOR ALL REQUIRED TANDEM DUMP TRUCK SPECIFICATIONS. ALL
SPECIFICATIONS MUST BE ADHERED TO. SPECIFICATIONS HAVE BEEN
REVIEWED AND APPROVED BY SIERRA COUNTY ROAD DEPARTMENT.**

A manufacture date (**MFG**) indicates the date that the **product** was produced. An expiration date (**EXP**) is a date established after the **product** meets or exceeds third party stability testing expectations.

Acronym	Definition
MFR	Manufacturer
MFR	Memorandum For Record

1.3 QUALIFICATIONS AND REGULATORY REQUIREMENTS

- A. **Qualifications:** The following personnel and organizations shall be provided/performed by the contractor, developer, or subcontractors.
- B. **Regulatory Requirements.**
 - 1. NFPA as applicable
 - 2. OSHA as applicable
 - 3. New Chassis Standard Warranty- 3 Years/ 36,000 Miles*
 - 4. Used Chassis Standard 90 Day Warranty

*New dump truck chassis shall be for a term of three (3) years or 36,000 miles, whichever occurs first.

1.4 SUBMITTALS

- A. **Shop Drawings:** Tandem Dump Truck design drawings and calculations shall be provided
- B. **360 Photos-** Front, sides, under tow, roof, rear and interior of unit will be submitted with bid packet to ensure Tandem Dump Truck meets requirements and for review prior to official award.
- C. **Contract Closeout Submittals:** Operation and Maintenance manuals.
- D. **Warranty Documentation**
- E. **Estimated Delivery Date**
- F. **Payment issued followed by inspection and final walk through**

1.5 MANUFACTURER'S WARRANTY

- A. The Tandem Dump Truck Manufacturer shall warranty its product based on the description provided in the specifications pertaining to sections outlined requiring warranties. From the date of completion of its work to the extent that it will repair any defects discovered which may appear because of faulty design, workmanship or material furnished under the specifications. Vendor will be notified during that period. A copy of the manufacturer's warranty shall be submitted with the submittal package.
- B. All guarantees for equipment or accessories not manufactured by the Dump Truck Manufacturer shall be provided to the owner.
- C. All manuals shall be provided for each component where necessary.

PRODUCTS

2.1 MATERIALS

- A. Construction: a complete description of products, materials and components used in the Tandem Dump Truck.
- B. Foundation:
 - 1. Description: of all components and accessories found in the unit.

2.2 ACCESSORIES

The Tandem Dump Truck manufacturer shall provide and install all accessories as described specifications unless specifically stated otherwise. Appurtenances shall include at least the following:

1.4 A. SPECIFICATIONS: SEE: **EXHIBIT D**

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)	07/2/2021
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	07/15/2021
3. Mandatory Pre-Bid Conference	CPO	N/A
4. Deadline to Submit Questions	PO	07/08/2021
5. Response to Written Questions/ ITB Amendments	CPO	TBD
6. Submission of Bid	Bidders	07/22/2021 @2:00 MDT
7. Bid Evaluation	Evaluation Committee (EC)	07/22/2021
8. Contract Award*	Purchasing Agent*	08/16/2021
9. Protest Deadline	Bidders	15 Days of Notification
Start of Performance		TBD
	PUBLIC BID OPENING	

*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 on behalf of Sierra County Road Department.

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 Jocelyn Holguin, 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.

22. 3. Site Visit and Pre-Bid Conference – NONE

23. 4. Deadline to submit written questions

Potential Bidders may submit written questions as to the intent or clarity of this ITB until July 8, 2021 @ 2:00 PM MDT 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 Agent.

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 2:00 PM MDT ON JULY 22, 2021** 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 “TANDEM DUMP TRUCK FOR SIERRA COUNTY ROAD DEPARTMENT” Invitation To Bid and should reference “ITB#2021-07-014”. 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 the sample contract.

9. Protest Deadline

Any protest by a 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 Invitation to Bid 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. Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
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 three (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)

Accredited Business License

B. \$25 THOUSAND ASSURITY BID BOND (PASS/FAIL)

Shall have a performance bond included with offer.

**APPENDIX A
BID REQUEST FOR COST 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.

Reference Sierra County Agreement #: ITB #2021-07-014- TANDUM DUMP TRUCK

OWNER: Sierra County

CONTRACTOR: _____

Total of prior authorized release amounts to date: \$ _____

(Note: Cumulative release authorization amounts not to exceed \$2,000,000 over four year period)

PROJECT DESCRIPTION/SCOPE:

Note: For each project \$25,000 and greater, a 100% labor, materials and performance bonds will be required of the Contractor and each subcontractor for the amount of work each sub-contractor is to perform.

In addition to the terms and conditions of the above referenced Sierra County Agreement, the terms and conditions of this release are those contained in:

<u>Document</u>	<u>Title</u>
<u>ITB #2021-07-014</u>	<u>TANDUM DUMP TRUCK-ROAD DEPARTMENT</u>

(list other conditions)

<u>Number</u>	<u>Date</u>	<u>Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOT TO EXCEED FEE PROPOSAL:

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents to be supported with an attached fee/cost break down in the format of divisions and major subdivisions, as applicable, used by the Construction Specifications Institute (CSI).

CONTRACT SUM

The Contract Sum is based upon the following bid and bid bonds, which are described in the above Project Description/Scope:

Compensation for Construction Services:

Option #1 Proposed Bid Cost for (2) New Dump Trucks: \$ _____ .00

Gross Receipt Tax: (___ %) \$ _____

Option #2 Proposed Bid Cost for (4) Used Dump Trucks: \$ _____ .00

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 each listed sub-contractor, Contractor is required to complete and submit the attached Subcontractor Listing Form.

SUBSTANTIAL COMPLETION:

The Contractor shall achieve Substantial Completion of the entire work not later than **December 15, 2021** consecutive calendar days from the date of commencement, 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 **Two Hundred Dollars (\$200.00)** 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 for this Public Works Project is established. Any person submitting a 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

(Please complete each section. Use the entire company name, not just initials unless the initials are officially used in the company name. Use additional sheets if necessary.)

CPOs must be notified of and must approve of any changes of proposed subcontractor(s) which may occur during the life of the Purchase Order for this Project. The Contractor shall be fully responsible for the work of the subcontractor(s), at any tier, to the full extent of the requirements of the Contract.

(Make additional copies if necessary)

Name of Contractor: _____

By: _____ Date: _____

[signature]

Typed/Printed Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Address: _____

City/State/Zip: _____

APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT FORM
Invitation To Bid

SIERRA COUNTY ITB #2021-07-014

TANDUM DUMP TRUCK FOR SIERRA COUNTY ROAD

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 July 15, 2021.

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:

Jocelyn Holguin, CPO
Sierra County Procurement
855 Van Patten
Truth or Consequences, NM 87901
Phone: (575) 894-6215
Fax: (575) 894-9548
E-mail: jholguin@sierraco.org

APPENDIX C

ACKNOWLEDGMENT OF ADDENDA

THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE ITB #2021-07-014.

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 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 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: _____

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 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): *James Paxon, Travis Day, 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)

APPENDIX F

**RESIDENT VETERAN LOCAL PREFERENCE
CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following regarding 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 Preference.

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

Please Indicate: Veteran Preference _____ 10% under \$3 Million.

Resident Preference: _____ 5%

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 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21. APPLICATION OF PREFERENCES. --

EFFECTIVE DATE. --The effective date of the provisions of this act is July 1, 2016.

"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 veteran's 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

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-705 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-subcontractor's 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

**EXHIBIT A (MANDATORY)
LETTER OF TRANSMITTAL FORM**

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section III
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in **Section VIII** of this ITB #2021-07-014.
- I acknowledge receipt of any and all amendments to this ITB.

_____, 2021

EXHIBIT B

ITB QUESTION SUBMITTAL FORM

ITB #2021-07-014

All written questions must be addressed to the Buyer for this ITB. Bidders are to submit written questions using the format below or submitted in similar format sequence. Written responses to the questions received will be distributed by Sierra County Procurement Officer as addenda to this RFP solicitation. Submit questions to jholguin@sierraco.org

Question #	Reference Page/Paragraph/Sec	Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Question Deadline: July 8, 2021 @ 2:00 PM MDT

EXHIBIT C

**SIERRA COUNTY
SAMPLE CONTRACT #2021-04-013**

THIS AGREEMENT is made and entered into by and between the County of Sierra, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **EXHIBIT D** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed _____ dollars (\$_____) on delivery and final inspection, to be invoiced on completion after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Sierra County Board of County Commissioners. One (1) year term unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Sierra. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Sierra as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Sierra unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Sierra from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Sierra and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. 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 12 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 during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 12 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 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Sierra County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Sierra County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Sierra from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Sierra and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Invitation to Bid 2021-07-014 and the contractor's proposal 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 Best and Final Offer(s), in reverse chronological order; then
5. the contractor's bid; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Sierra against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Sierra based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Sierra shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

SCOPE OF WORK

The Contractor Shall:

Shall include EXHIBIT D specifications and the following:

- **Provide a W9**
- **Ensure Dump Truck must be fully equipped to meet these needs**
- **Provide milestones of unit prior to delivery to insure construction is meeting the specifications and requirements**
- **Provide 360 Photos of the unit- interior, exterior, under carriage, front, rear, roof, engine, excreta.**
- **Provide an expected delivery date in bid documents.**
- **Provide warranties and user manuals.**
- **Agree to on site repairs when applicable during the warranty phase.**
- **Meet all specifications as outlined in EXHIBIT D**
- **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 of either the (2) New Trucks or the (4) Used 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).**

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA

37. 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

Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

To the Contractor:

Printed Name:
Address:

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

Contractor Signature: _____ Date: _____
Name and Title

By: _____ Date: _____
Charlene Webb, County Manager

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 17th day of August, 2021.

James Paxon, Chair

Travis Day, Vice- Chair

Hank Hopkins, Commissioner

Attest:

Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin, CPO

Sierra County

Address: 855 Van Patten, Truth or Consequences, NM 87901

EXHIBIT D
SPECIFICATIONS FOR FIRE BRUSH TRUCK FOR HILLSBORO VFD

SEE ATTACHED

SCOPE: ATTACHMENT: EXHIBIT D

Tandem Dump Truck Specifications
ITB #2021-07-014 ROAD DEPARTMENT

	<i>MODEL AND YEAR, MINIMUM SPECIFICATIONS</i>
Notes to Bidder:	Dump trucks are to be used for transporting dirt and gravel for road constructions.
	Truck, Conventional Cab and Chassis, Tandem Axle, Manual Transmission, with GVWR 54,320 minimum with dump body for this class truck chassis,
	ALL SPECIFICATION CONSIDRED MINIMUM
Equipment	<i>GENERAL Description</i>
Year model	New or Used Model 2012 or Newer
Engine	Diesel 390 Hp Minimum
Aspiration	Turbo Charged with Air-to-Air intercoolers Filter Spin On Type
Engine retard	Not required
Transmission	MAN-8LL
Torque	Minimum 1100 pound
Clutch	Required
Front axle	14,300 LB
Rear axle	40,000 LB
Rear axle ratio	4.11. Required OR Rated for this configuration
Rear axle spacing	Vendor shall work with body builder on mounting distance
Front springs	Air track system
Power Steering	Power Steering
Suspension rear	40,000 LB
Frame	Truck Manufacturer and Body Builder Recommendation
Dump Truck Body	16-yard capacity Steel construction Telescopic Hoist Asphalt lip on back Air latch tailgate Black in color

SCOPE: ATTACHMENT: EXHIBIT D**CONTINUED**

Air dryer	Heated Air dryer. Unit(s) shall meet requirements of truck manufacturer for proper operation of air system, brake system, number of axles, and weight rating of truck."
Air compressor	Unit(s) shall meet requirements of truck manufacturer for proper operation of air system, brake system, number of axles, and weight rating of m truck.
Air tank	Unit(s) shall meet requirements of truck manufacturer for proper operation of air system, brake system, number of axles, and weight rating of with manual drain valve truck.
Brakes	Air Cam-Type Abs With Automatic Slack Adjusters
Parking brake	Cab Controlled
Cab	MFG Standard Conventional
Cab to include	Minimum (1) cup holder, dome light, MFG standard, 1 ea. grab handle on each side, steps - both sides
Cab trim	To include MFG standard cab trim panels, door trim panels required, headliner to be soft padded cloth or vinyl, flooring to be heavy duty vinyl or rubber, sun visors required driver and passenger padded vinyl
Seat driver	Air suspension, high back with integral headrest with fore, aft and height adjustments and recline. Cloth with dual armrest with 3-point seat belt.
Seat passenger	Non suspension, high back, with integral headrest, vinyl, fixed back, dual armrest with 3-point seat belt, lap and shoulder belt type.
Gauge cluster/ instrument panel/data center	Gauge cluster includes engine oil pressure (electronic) water temperature (electronic), fuel (electronic), tachometer (electronic), voltmeter, odometer display, miles, trip miles, engine hours, fault code readout: warning system low fuel, low oil pressure, high engine coolant temp, and low battery voltage (visua and audible): fuel economy, trip information, diagnostics, warning alarm will sound when headlights are left on
Mirrors	(2) Power Adjustable Rectangular
Air conditioning/ heat	Factory installed w/ integrated defrost
Grill/ hood	Conventional tilt
Exterior color (WHITE)	Fleet White
Steering column	Tilt
Exhaust	MFG Standard Vertical Tailpipe To Include Turn Out And Guard
Electrical	12-Volt, Standard Equipment

SCOPE: ATTACHMENT: EXHIBIT D

CONTINUED

To include	Mfg. standard data link connector for vehicle programming and diagnostics in cab, hazard switch push on /push off, head light dimmer switch w/ turn signal lever, horn electric single, starter switch electric key operated, windshield wiper switch 2- speed with wash and intermittent with MFR standard wind shield wipers
Tires	11r 24.5 Ply Steer Tires
Headlights	Sealed Beam
Marker lighting control	Not required
Clearance/marker	(4) truck lite amber factory installed on cab or sunshade
Stop, turn, tail & b/u	Flange mounted with two backup lights
Power outlet	n/a
Alternator	12 Volt 130 Minimum
Batteries	2500cca 2 batteries minimum
Jump start stud	On battery under step
Battery box	MFR standard
Radio	AM/FM with weather band, clock w/ two dual cone speakers in cab.
Cb	Power connections one pair on dash
Horn	Air Solenoid Operated Single or Dual Acceptable Please Consider Location Due To Cab Shield For Dump Body
Backup alarm	87-112 decibels, adjusts automatically per OHSA
Engine block heater	Not required
Air cleaner	Dry type, single element
Fuel/water separator	Required
Fuel tank	Minimum 70-gallon aluminum tank
Def tank	Factory spec
Wheel's front	24.5 steel wheel, hub piloted

END