

COUNTY OF GRANT



INVITATION FOR BIDS (IFB) FOR SALE OF COUNTY EQUIPMENT

IFB Number: B-22-09

Equipment Description: Playground Equipment (Surplus)

IFB Release Date: Monday, May 23, 2022

IBF Due Date/Time: Wednesday, June 1, 2022, 3:00 p.m. (Local Time)

County Contact: Randy J. Hernandez, Chief Procurement Officer
Grant County Administration Center
1400 Highway 180 East, Silver City, NM 88061
Phone: 575-574-0016
Email: rhernandez@grantcountynm.gov

Authorization: NMSA 13-6-2-B(3);
Sale of Property by Local Public Body; Authority
to sell or dispose of property.

INTRODUCTION AND SOLICITATION DESCRIPTION

The County of Grant is requesting competitive sealed bids for the sale of surplus playground equipment to an individual, an Indian nation, tribe or pueblo in New Mexico, in accordance with NMSA 1978 13-6-2-B(3). This playground equipment is listed herein and can be inspected, upon request, by contacting the Facilities and Grounds Maintenance Superintendent, Jason Lockett, at 575-313-3603. All bids must be clearly marked with “**Bid No. B-22-09, Playground Equipment Surplus**” and contain the **Bidder’s Name, Address and Phone Number**. The bid must be sealed, and delivered on, or before, Wednesday, June 3, 2022, by 3:00 p.m. (local time) to:

Grant County Manager’s Office
Attn: Randy J. Hernandez, CPO
1400 Highway 180 East
Silver City, New Mexico 88061

Bids received after the specified date/time above will not be considered. The County of Grant reserves the right to reject any or all submittals, cancel the solicitation in its entirety or to waive irregularities at its option when it is in the best interest of the County. Any sale made by the County is as-is, with no warranties, and will be final.

GENERAL TERMS & CONDITIONS

- 1) Surplus County equipment, as described, are sold without any guarantee by the County as to condition. The County accepts no liability for protection of the item sold after the sale has been consummated.
- 2) The successful Bidder shall comply with all Federal, State, County and City laws, codes and regulations that may apply in the moving of any item purchased.
- 3) The successful Bidder shall remove the surplus equipment described herein from the County’s property within ten (10) working days after the Notice of Sale. The Bidder will be responsible for any disassembly and/or loading.
- 4) Responses must be submitted and addressed to the County’s Contact listed herein, on or before, the date and time indicated as the deadline. It is each Bidder’s responsibility to ensure that the County Contact receives its Response prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for posted holidays.
 - a. Responses received after the above deadline will not be accepted. The County’s Purchasing Contact timestamp shall be the official time.
 - b. The opening and receipt of a Response does not constitute the County’s acceptance of the bid.
 - c. Responses must be submitted in a *sealed* envelope/box and must contain the following on the outside:
 - IFB Number & Title
 - Bidder’s Name, Address & Phone
 - d. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
 - e. Responses sent by telegraph, facsimile, or electronic mail will not be considered.
 - f. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).
- 5) The County reserves the right to withdraw the IFB. The County may waive informalities if it is in the County’s interest. The award shall be made to the highest Bidder whose response is determined to be closest to a pre-determined value. Acceptance of the Bidder’s response does not constitute a binding contract. There is no contract until the County’s policies are fulfilled.
- 6) Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the

Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

- 7) Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 8) The County reserves the right to reject any or all Responses and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person in arrears or in default to the County on any contract, debt, or other obligation.
- 9) Procurement for the County will be handled in a manner providing fair opportunity to all individuals. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.
- 10) The Bidder must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Bidder that may result. In submitting a response, the Bidder represents that the Bidder has familiarized themselves with the nature and extent of the IFB dealing with federal, state, and local requirements that are part of this IFB. The successful Bidder(s) shall purchase surplus goods under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the sale. In the event of a conflict between various codes and standards, the more stringent shall apply.
- 11) The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 12) The County of Grant reserves the right to accept all or a portion of a Bidder's proposal.
- 13) Any property may not be resold without written consent of the County, until it has been paid for and removed from County property.
- 14) All services to be rendered or performed under this Agreement will be rendered or performed entirely at the Buyer's own risk. The Buyer expressly agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County and all its officers, agents, employees or otherwise (collectively, County) from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, including reasonable attorneys' fees, defense costs, or judgments against them which result from, arise out of, or are in any way connected with the Buyer's negligent performance of the work under the terms of this Agreement and that of its subcontractors or anyone for whom the Buyer is legally liable. Neither the Town nor the Purchaser shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 15) Payment must be in the form of cash, certified check, cashier's check, or wire transfer, all U.S. Funds. The bidder must absorb any costs associated with the method of payment. The bid price is payable within five (5) calendar days of the notification of acceptance. The bid amount must be paid in full at the County Manager's Office, 1400 Highway 180 East, Silver City, NM 88061, prior to taking possession of the personal property. If mailed, payment must be received by the Purchasing Office within five (5) calendar days of notification of acceptance and award. Mark envelope in the lower left corner with the statement "Bid B-22-09 Attn: Randy Hernandez". Failure to pay the bid price within five (5) calendar days will result in rejection of the bid submittal. The County Chief Procurement Officer will then award the bid to the next apparent highest bidder.

SPECIFICATIONS OF SURPLUS PROPERTY

The property listed herein are offered “as-is” and “where-is” without representation, warranty or guarantee as to quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended. The County makes no warranty, expressed or implied, including but not limited to the quantity and quality of improvements and suitability for any use. All descriptions of property are believed correct, but the County makes no guarantee. All sales are subject to conditions contained herein, and as may be named in other materials distributed by the County.

Quantity	Description
1	Saucer Spring Toy
1	Slide Play Structure (Small)
1	Double Swing Set (Small)
1	Teeter-Totter
3	Swing Set (Large)
1	Cow Spring Toy
1	Lamb Spring Toy
1	Slide (Large)
1	Merry-Go-Round

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BID RESPONSE FORM

(Submit only this form to the County)

Bidder may bid on any item, or a combination of items. The County reserves the right to reject any or all bids.

Please print clearly.

<i>Item Description</i>	<i>Quantity Available</i>	<i>Quantity Bid</i>	<i>Bid Price, per item</i>	<i>Total Bid Amount</i>
Saucer Spring Toy	1		\$.	\$.
Slide Play Structure (Small)	1		\$.	\$.
Double Swing Set (Small)	1		\$.	\$.
Teeter-Totter	1		\$.	\$.
Swing Set (Large)	3		\$.	\$.
Cow Spring Toy	1		\$.	\$.
Lamb Spring Toy	1		\$.	\$.
Slide (Large)	1		\$.	\$.
Merry-Go-Round	1		\$.	\$.

BIDDER'S CERTIFICATION

I hereby certify that I have read all items of the IFB and fully understand the requirements listed herein. As authorized by NMSA 1978 13-6-2-B(3), I certify that I am submitting this bid on behalf of one of the following:

Check one: _____ Individual **OR** _____ Indian nation, tribe or pueblo in New Mexico

Signature _____

Date: _____

Printed Name: _____

Address: _____

Phone: _____

Email: _____