

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 662-8056

Advertised: December 15, 2023

Closing Date: January 17, 2024

Non- Mandatory Pre-Bid: December 21, 2023, 10:00 AM Mountain Time

Invitation for Bids (“IFB”)

IFB Number: 24-43

IFB Name: Wayfinding Sign Poles and Hardware

A. GENERAL INFORMATION

Bids in response to this Invitation for Bids (IFB), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

1. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us.

Subject line must contain the following information: RESPONSE – IFB24-43 Wayfinding Sign Poles and Hardware .

It is strongly recommended that a second, follow up email (without the Bid included or attached) be sent to [Derrill Rodgers, Deputy Chief Purchasing Officer, at derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us) to confirm the Bid was received.

The body of the email must contain enough information for the identity of the Bidder to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with Bids received in the lacbid@lacnm.us email box prior to 2:00 p.m. MST, **Thursday, January 17, 2024** will be reviewed.

Bids submitted by email will be opened only after the closing date and time stated in the solicitation document.

2. **PAPER FORM SUBMISSION:** Sealed bids, submit one (1) unbound original and one (1) copy, subject to the conditions set forth in the Instructions to Bidders and in the other Solicitation Documents, will be received at the office of the Los Alamos County Purchasing Officer, 101 Camino Entrada, Building 3, Los Alamos, New Mexico, until 2:00 p.m. MST, **Thursday, January 17, 2024** and then publicly opened for the following project:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-43
IFB Name: Wayfinding Sign Poles and Hardware**

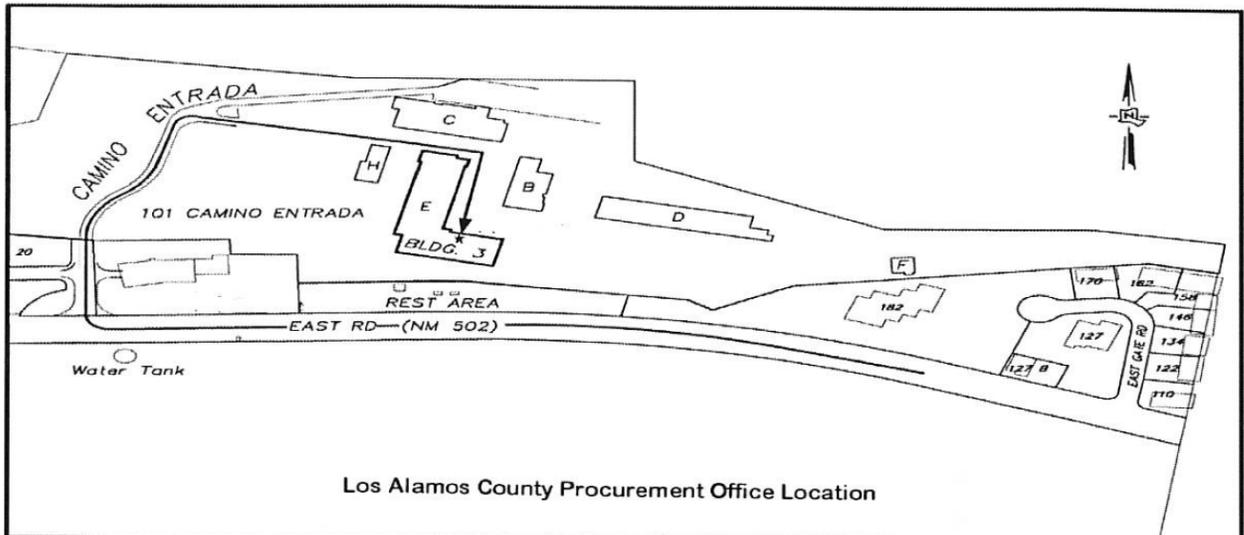
Questions shall be addressed to:
Derrill Rodgers, Deputy Chief Purchasing Officer
Procurement Division
101 Camino Entrada, Bldg 3
Los Alamos, NM 87544
Phone Number: 505-663-3507
Email: derrill.rodgers@lacnm.us

Any questions must be received in writing at least six (6) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the solicitation documents.

The County reserves the right to issue addenda to the solicitation documents include specifications and plans during the advertising period as provided in the solicitation documents. Bidders are responsible for determining if any addenda have been issued. The terms, bid and solicitation are interchangeable. Also, the terms contract and agreement are interchangeable.

3. Directions to Procurement office:

-  a. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
-  b. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.
-  c. Take second RIGHT in to driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - o Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - o If you pass the Holiday Inn Express and the Airport, you've gone too far.
-  d. Enter glass door marked "PROCUREMENT." See map below.



- 4. The Incorporated County of Los Alamos ("County") invites Bids from all qualified respondents. No Bid may be withdrawn after the scheduled closing time. Bids will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this IFB as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the Bid. Bid preparation is at the Bidder's expense.
- 5. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
- 6. Any questions must be received in writing at least six (6) days prior to the closing date.

7. County reserves the right, at its sole discretion, to accept or reject any Bids; to waive any and all irregularities in any or all statements or Bids; to request additional information from any or all respondents; and to award a contract and/or purchase order to the responsible Bidder whose Bid is most beneficial to County. While County intends to execute a contract and/or purchase order for the items listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with, or award a purchase order to, any Bidder.
8. Bids and RFPs are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, Bids shall be considered public documents and available for review and copying by the public.
9. Proposers/Bidders are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
10. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
11. TAXES: County is exempt from New Mexico Gross Receipts Tax ("NMGR") for the purchase of tangible personal property. Prices shown on the Bidder's Bid shall be exclusive of NMGR. A properly issued Type 9 Non-Taxable Transaction Certificate may be obtained from County that will document the exemption from the NMGR.
12. Delivery Shall be made to Los Alamos County 101 Camino Entrada, Los Alamos, New Mexico 87544.
13. FREIGHT: Bidder's Bid must include freight, as a separate line item, and any and all other shipping and/or handling costs. Freight shall be prepaid and added to invoice.
14. PAYMENT TERMS: Payment terms are Net 30 Days.
15. A Non-Mandatory Pre-Bid Conference will be held on December 21, 2023, 10:00 AM MST via Microsoft Teams, please contact Derrill Rodgers (contact information below) to receive the link to attend the Conference.

B. CONTACT INFORMATION

1. For project-specific information, Karen Henderson, Project Manager, at karen.henderson@lacnm.us (505) 709-0532.
2. For procurement process information, Derrill Rodgers, Deputy Chief Purchasing Officer, at derrill.rodgers@lacnm.us; (505) 663-3507.

C. NEED STATEMENT

This project is issued by and under the control of the Incorporated County of Los Alamos. The project is managed by the Public Works Engineering Division.

The project scope is as follows, but is not limited to the following:

Awarded Contractor shall provide all required sign mounting materials for mounting of signs on existing poles; new square fluted decorative sign poles with breakaway system, including all required mounting hardware, and drill in foundation bases. Installation of poles and wayfinding signs will be performed by Los Alamos County. Additional replacement poles and spare parts shall also be provided as indicated on Exhibit A - Bid Form.

Awarded Contractor shall provide required submittals indicating all supplied materials meet NMDOT Standards and are engineered to support the indicated 1/4" thick aluminum sign panels.

All supplied materials shall meet the requirements detailed in Attachments A and B.

THE SCOPE DOES NOT INCLUDE INSTALLATION OF POLES AND SIGNS, THIS SOLICITATION IS SOLELY FOR THE PROCURMENT OF POLES AND ASSOCIATED MOUNTING HARDWARE AND ASSOCIATED FREIGHT FOR DELIVERY OF THE MATERIALS TO THE COUNTY, AS DESCRIBED HEREIN.

Estimated project dates are as follows:

Bid Advertise	December 15, 2023
Non-Mandatory Pre-Bid Conference	December 21, 2023
Bid Opening	January 17, 2024
Bid Award	February 6, 2024
Pre-Construction Meeting	February 20, 2024
Notice to Proceed	TBD
Final Completion Date	TBD

All required documents shall be a condition of the Agreement.

D. NOTICE TO BIDDERS: Special Information Related to Specifications.

This is a brand name or equal specifications procurement. The designated brand name is: Holophane, Acuity Brands, Sitelink Pole:

https://img.acuitybrands.com/public-assets/catalog/1313606/hl_5104_sitelink-brochure.pdf?abl_version=05%2F05%2F2021+13:14:40&DOC_Type=Brochures

The nature of the product makes use of a brand name or equal specification suitable for the procurement. The Deputy Chief Purchasing Officer has determined that essential characteristics of the brand described above is commonly known in the industry or trade. Use of the brand name is for the purpose of describing the standard quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated will be considered for award, the County reserves the right to obtain additional information from the bidder regarding technical and performance specifications of suggested alternates and final right to determination of equivalency shall be determined by the County.

See Attachment A and Attachment B for specifications information.

E. REQUIREMENTS FOR BIDDERS

Bids must be made with the understanding and in accordance with these conditions for Bidders:

Bid Evaluation Criteria

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total of life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB may be used in bid evaluation. Interviews are to be used only for the purpose of clarification. The final evaluation results shall be forwarded to the purchasing agent.

The evaluation criteria for this IFB are:

1. Accurate submission of Bid Response Documents
2. Cost

County may consider a bid to be non-responsive or non-responsible if the Bidder fails to include any of the items described in items 1 through 2 above.

Responsible bidder: means a person, who has been determined by the purchasing agent or evaluating committee to have the capability in all respects to perform fully the contract and/or purchase order requirements, including the financial resources, personnel, service reputation and experience, capacity, production or service facilities, equipment and credit which will ensure satisfactory delivery of the goods, services or construction described in the IFB.

Responsive bidder: means a person who has submitted a bid that conforms in all material respects to the requirements set forth in the IFB. Material respects of a bid may include but are not limited to, price, quality, quantity, and delivery requirements.

F. AWARD OF IFB

Following award of the solicitation by County Council, the successful Bidder will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement or Purchase Order ("PO"), samples of which are attached as Exhibit "B." Bidder may identify any exception or other requirements to the terms and provisions in the Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Agreement as finally agreed upon must be in form and content acceptable to County.

G. BID RESPONSE DOCUMENTS

The following documents must be completed and included in the Bid response:

1. Bid Form – Attached as Exhibit "A" of this IFB.
2. Certification – Debarment, Suspension, and other Responsibility Matters – Attached as Exhibit "C" of this IFB.
3. Campaign Contribution Form – Attached as Exhibit "D" of this IFB. If Form is not submitted with the Bid, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.
4. Authorization for Verification of Information – Attached as Exhibit "E"

H. PROCUREMENT PREFERENCES

Preferences in purchasing by formal bid, or request for Bid or qualifications shall be in accordance with County Procurement Code Sec. 31-261 State and local preferences and New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Bidder must provide a copy of state-issued preference certificate if requesting a preference.

I. OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and Subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

J. ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

K. CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Bidder shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "C," and submit with the Bid. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

L. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit "D." The Bidder is requested to complete and submit with the Bid. If Form is not submitted with the Bid, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

Exhibit "A"
Bid Form
IFB NO: 24-43
IFB Name: Wayfinding Sign Poles and Hardware

This attachment shall be returned with the IFB submittal.
Bidders are informed this IFB will be evaluated based on the criteria stated.

Pole and Foundation quantities shown below include additional spares for replacement. Bidder shall provide additional spare parts over the minimum hardware required in Attachment A and B. Item #11 Additional Engineering Services will be used for unanticipated engineering services and will be used at the discretion of the Los Alamos County Project Manager.

Bidder is required to honor pricing for sixty (60) days from submission of bid.

The TOTAL amounts of the below bid (excluding NMGR) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

Bidder agrees to supply the materials for the following prices:

Item NO.	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT BID PRICE IN DOLLARS AND CENTS	TOTAL BID IN DOLLARS AND CENTS
1	7 FT. SQUARE POLE	EACH	6		
2	10 FT. SQUARE POLE	EACH	12		
3	11 FT. SQUARE POLE	EACH	12		
4	12 FT. SQUARE POLE	EACH	36		
5	13 FT. SQUARE POLE	EACH	4		
6	14 FT. SQUARE POLE	EACH	38		
7	15 FT. SQUARE POLE	EACH	18		
8	DRILLED IN STREET POLE FOUNDATION	EACH	120		
9	NEW POLE MOUNTING HARDWARE INCLUDING 100% ADDITIONAL SPARE PARTS	L.S.	1		
10	ADDITIONAL ENGINEERING SERVICES	HOUR	5		
11	FREIGHT	L.S.	1		

BID TOTAL –	\$
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Total Bid Amount written in words:

_____ Dollars

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance, and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

I the undersigned have reviewed the IFB and hereby submit the Bid in full conformity with the solicitation documents. I further certify that I have the authority to submit this Bid and bind the Bidder for the items bid upon herein. I further certify Bidder has a non-discrimination policy and does not discriminate on the basis of color, national origin, sex, religion, age, disabled, or any other protected status in employment or the provision of services.

Signature of Agent authorized to sign on behalf of Bidder

Printed Name & Title of Agent

Organization's Legal Name and State if Incorporation (if incorporated)

Mailing Address

Physical Address

City, State, Zip Code

Federal Tax I.D. Number

NM BTIN (New Mexico Business Tax Id. Number)

Contract Manager Printed Name and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

If your firm meets the definition of one of types of business described below as defined by the state of New Mexico, please check the appropriate box:

- New Mexico Resident Vendor
- New Mexico Veteran Vendor

Exhibit "B"
SAMPLE AGREEMENT
IFB NO: 24-43
IFB Name: Wayfinding Sign Poles and Hardware

AGR24-43



**INCORPORATED COUNTY OF LOS ALAMOS
AGREEMENT**

This **AGREEMENT** ("Agreement" or "Contract") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 2024 ("Effective Date"). [Alternate: to be effective on the date of last signature].

WHEREAS, the Contractor was awarded the Contract for the Incorporated County of Los Alamos: Invitation for Bids Number IFB 24-43 Wayfinding Sign Poles and Hardware and said award was approved by the County on _____, which date shall be deemed to be the date of this Contract; and

[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: DO WE NEED TO PROVIDE A SCOPE OR INFO HERE?

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized [*monthly or per the completion of the Project Phase/Task*] invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its

agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N: VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O: WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The [County Manager/County Utilities Manager] may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Karen Henderson Project Manager
1000 Central Avenue, Suite 160
Los Alamos, NM 87544

Contractor:

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "D." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "C." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____ CORPORATION

BY: _____
DATE

Exhibit "B" - Continued
SAMPLE PURCHASE ORDER
IFB NO: 24-43
IFB Name: Wayfinding Sign Poles and Hardware



Purchase Order

INCORPORATED COUNTY OF LOS ALAMOS

Fiscal Year 2019 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND PACKING LIST.

Purchase Order **78090**

INVOICE TO

FINANCE
 1000 CENTRAL AVE STE 300
 LOS ALAMOS, NM 87544
 Email: lacap@lacnm.us
 Phone: 505-662-8078

This Purchase Order subject to the Standard Terms and Conditions located at http://www.losalamosnm.us/government/departments/administrative_services/procurement unless agreed to in writing by County.

SUPPLIER

SUPPLIER COMPANY NAME
 STREET ADDRESS
 CITY, STATE, ZIP CODE
 Fax: NUMBER Phone: NUMBER

SHIP TO

PROCUREMENT
 101 CAMINO ENTRADA BLDG 3
 LOS ALAMOS, NM 87544 Email:
JOHN.DOE@LACNM.US Phone:
 505-321-1234

VENDOR NO: 99999

Procurement Contact Name	Requesting Division	Requestor Contact Name	Date Ordered	Date Required
DOE, JOHN	444	JOHN.DOE@LACNM.US	07/24/2019	

NO.	ITEM	Description	QTY	UOM	Unit Price	Extended Price
1		AUTOMATED SIDE LOADER REFUSE TRUCK	1	EACH	\$100,000.00	\$100,000.00
		Commodity Code: 12345 Vehicle				

By: _____
 Authorized Signature

SUPPLIER

Total Ext. Price	\$100,00.00
PO Total	\$100,000.00

INCORPORATED COUNTY OF LOS ALAMOS
STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by THE INCORPORATED COUNTY OF LOS ALAMOS ("County") unless specifically provided otherwise on the contract and/or front of the Purchase Order document.

1. In transactions for which NM state law provides gross receipts tax deductions, County may give seller a NM Nontaxable Transaction Certificate (NTIC) to document the seller's deduction of its receipts.
2. This order is County's offer to purchase the goods described from the Supplier. County's placement of this order is expressly conditioned upon Supplier's acceptance of all the terms and conditions of purchase contained on or attached to the contract and/or purchase order. By fulfilling the order the Supplier accepts the contract and/or Purchase Order and all of its terms and conditions. County hereby gives notice to Supplier of its objection to any different or additional terms or conditions other than those terms and conditions set forth herein.
3. No agreement or understanding to modify the contract and/or Purchase Order shall be binding upon the County unless in writing and signed by the County's authorized agent. All specifications, drawings, and data submitted to the Supplier with this order are hereby incorporated and made a part hereof.
4. All applicable portions of the New Mexico Uniform Commercial Code- Sales, §§55-2-101 et. seq., 1978 as may be amended from time to time, shall govern contracts and/or Purchase Orders of County.
5. All prices must be F.O.B. destination, freight prepaid and add to invoice. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, County reserves the right to cancel or purchase elsewhere and hold Supplier accountable. If delivery dates cannot be met, Supplier agrees to advise County, in writing of the earliest possible shipping date for acceptance by County. A \$100.00 (one hundred dollar) per day penalty for each day of delay beyond the promised delivery date will apply.
6. Regardless of F.O.B. point, Supplier agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by County. No such loss, injury or destruction shall release Supplier from any obligations hereunder.
7. Goods must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at Supplier's expense and at no cost to County. County reserves the right to inspect and, if necessary, to reject the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

SAMPLE PURCHASE ORDER TERMS AND CONDITIONS

8. If an article sold and delivered to the County hereunder shall be protected by any applicable patent or copyright, the Supplier agrees to indemnify and save harmless the County, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the County in violation or right under such patent or copyright.
9. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, no any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
10. Proper Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by the Supplier to County at the time of purchase.
11. Supplier shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.
12. All invoices shall be addressed to Accounts Payable, 1000 Central Avenue, Suite 300, unless otherwise indicated on the contract and/or front of the Purchase Order and must include Supplier's name and phone number, and clearly list quantities, item descriptions and units of measure as well as noting any back-ordered items.
13. The Supplier warrants to County that all goods furnished will conform in all respects to the terms of the contract and/or this Purchase Order, including any drawings, specifications or standards incorporated herein, and shall be free from defects in materials, workmanship, and defects in design. Supplier warrants that the goods are merchantable and further warrants the goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
14. During the term of this contract and/or Purchase Order, Supplier shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Supplier under this contract and/or Purchase Order, nor discriminate with regard to race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran status.
15. The contract and/or Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. The contract and/or Purchase Order may not be changed except by written revision signed by authorized agents of both County and Supplier.

SAMPLE PURCHASE ORDER TERMS AND CONDITIONS, CONT.

Exhibit "C"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

IFB NO: 24-43

IFB Name: Wayfinding Sign Poles and Hardware

This document should be returned with IFB submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "D"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

IFB NO: 24-43

IFB Name: Wayfinding Sign Poles and Hardware

This document should be returned with IFB submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM 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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a 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 request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person 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.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor; Randal Ryti; and Sara Scott.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "E"

**Authorization for Verification of Information
IFB NO: 24-43
IFB Name: Wayfinding Sign Poles and Hardware**

This document should be returned with IFB submittal.

_____ hereby authorizes any person, firm, or corporation to furnish any
Contractor
information requested by Los Alamos County or designated representative, to verify any and all information
submitted with or relevant to this bid.

Printed Name and Title of Authorized Representative

Signature

Date

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21.
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state.
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business.
- (2) Resident business.

IFB No. 24-43 Wayfinding Sign Poles and Hardware

- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications.
 - (2) To any purchase of goods or services in excess of \$500,000.00.
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES

NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.