

**COUNTY OF DOÑA ANA, STATE OF NEW MEXICO**

**INVITATION TO BID (ITB)  
FOR**

**OILS, FLUIDS & LUBRICANTS**

**ITB # 19-0021  
NIGP Commodity Code: 40500**

**County Commissioners  
Billy G. Garrett, District 1  
Ramon S. Gonzalez, District 2  
Benjamin L. Rawson, District 3  
Isabella Solis, District 4  
Kim Hakes, District 5**

**Fernando R. Macias  
County Manager**

**Isabel Flores  
Procurement Officer**



**Bid Due Date and Time: 2:00 p.m. (local time) on November 20, 18**

<b>PROJECT NAME:</b>	<b>19-0021</b>
<b>PROJECT</b>	<b>Oils, Fluids &amp; Lubricants</b>
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**Attached: Sample Contract**

## PART I - INSTRUCTIONS

### BID INSTRUCTIONS AND PROCUREMENT INFORMATION

**DUE DATE** - Bids will be received at the office of the Dona Ana County Purchasing Department, 845 N. Motel Blvd, Room 2-130, Las Cruces, NM, prior to November 20, 2018 at 2:00 P.M. (Local time) at which time the sealed bids will be opened and recorded as received.

The sealed envelope containing the completed Invitation to Bid and literature must be marked with the ITB Title and ITB Number and delivered to:

Dona Ana County Purchasing Department  
845 N Motel Blvd, Room 2-130  
Las Cruces, NM 88007

Any and all bids not received by the Submission Date shall be rejected and returned unopened.

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

Action	Responsibility	Date
Issue of ITB	County Purchasing	10/28/18
Pre-proposal Meeting	County and Offerors	N/A
Submission of Bid	Offeror	11/20/18
County Commission Approval	County Commissioners	TBD
Contract Negotiations	Evaluation Committee	N/A
Contract Execution	County and Contractor	12/01/18
<b>This schedule is subject to change. All Offerors will be notified of schedule changes via e-mail, fax or US Mail.</b>		

1. **ACH TRANSACTIONS** – Vendors may be required to accept payment electronically through an Automated Clearing House (ACH) Transaction.
2. **APPROPRIATIONS** - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Dona Ana County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final
3. **BID AWARD** -The County reserves the sole right to:
  - 3.1 Determine responsible Bidders and responsive proposals.

- a. Responsible Bidder: A Proposer who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Invitation to Bid.
  - b. Responsive Bid: A proposal which conforms in all material respects to the requirements set forth in the Invitation to Bid.
- 3.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.
4. **BRAND NAMES** - Any brand names used is for the sole purpose of describing the standard of quality, performance and characteristic preferred and are not intended to limit or restrict competition.
  5. **BRIBES, GRATUITIES AND KICK-BACKS** - Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
  6. **CLARIFICATIONS** - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer contact information is, Isabel Flores 845 N Motel Blvd Room 2-147 Las Cruces, NM 88007, 575-525-5928 or isabelr@donaanacounty.org. Offerors may contact **ONLY** the Purchasing Manager regarding the terminology stated in the procurements document. Other County employees do not have the authority to respond on behalf of the County.
    - 6.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the ITB. Any response made by the County will be provided in writing to all contractors by addendum, No verbal responses shall be authoritative.
    - 5.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation to Bids or one which includes postponement of the date for receipt of bids.
  7. **COLLUSION** - No contractor shall be interested in more than one bid. Collusion among contractors or the submission of more than one bid under different names by any firm or individual shall be cause for rejection of all bids without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Bids.
  8. **COMPETITION** - In signing a contract with Doña Ana County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.
  9. **CONTACTS** - Offerors **MAY NOT** contact other Doña Ana County Departments, the Doña Ana County Manager or her staff, members of the Doña Ana County Board of

County Commissioners or their staff, and any other Doña Ana County Elected Official or their staff regarding inquiries or requests regarding clarification to this ITB. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

10. **CONTRACTS** - The contract between Dona Ana County and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this ITB, as revised and/or supplemented, and the successful offeror's bid including best and final offer will be incorporated into and become part of the contract.

10.1 Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

10.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

11. **COST** - All costs incurred by a Proposer in connection with responding to this ITB, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

12. **DEBARMENT & SUSPENSION** - The Proposer (offeror) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

13. **DEFINITIONS** - This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” means Dona Ana County

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” The terms “may”, “can”, “shall”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed by the County Management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Purchasing Manager and the Evaluation Committee for submission to Board of County Commission and/or County Manager for contract award that contains all written determinations resulting from the evaluation.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal or proposal.

“Offeror” or “Proposer” is any person, corporation, or partnership that chooses to

submit a proposal or an offer.

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

“Purchasing Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of request for proposals.

“Request for Proposal” or “ITB” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 described in the proposal.

“Responsive Offer” means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

14. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.
15. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
16. **GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be 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 applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

17. **INCOMPLETE RESPONSES** - The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this ITB.
18. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

	<b>Standard Insurance</b>	<b>Limits Not Less Than</b>
<b>X</b>	Commercial and General Liability	\$1,000,000/\$3,000,000
	Automobile Liability	\$1,000,000/\$1,000,000
<b>X</b>	Worker's Compensation as required by State Law	As required by Law
<b>X</b>	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	<b>Specialized Insurance</b>	
	Professional Liability	\$1,000,000
	Garage Keeper's Liability	\$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000
	Other / Specify:	

- 18.1 Railroad Protective Liability - If required by the Burlington Northern, Santa Fe Railway Co. the Contractor shall provide that coverage in amounts as required and provide proof of purchase of Railroad Protective Liability Insurance to the Owner.
- 18.2 Contractor's Insurance For Other Losses - The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
19. **IRREGULARITIES** - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.
20. **ITB RESPONSES** - By responding to this ITB, Proposers acknowledge and consent to the rights and conditions set forth in this ITB.
21. **NEW MEXICO BUSINESS/CONTRACTOR PREFERENCE** - Bids submitted by resident business/contractor shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident contractor preference a business must submit, with its bid, a copy of a valid resident contractor certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal funds, Chapter 13-4-3

22. **NEW MEXICO RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 100 additional points (1000 X 10%).

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtain from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>.

23. **NO OBLIGATION** - This procurement in no manner obligates Dona Ana County until a valid signed contract is executed.

24. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

25. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest Shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

25.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).

25.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

25.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

A. state the reasons for the action taken; and

B. inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

25.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).



26. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Dona Ana County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.
27. **SOLE INTERPRETER** - Dona Ana County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

## **PART II: THE PROCUREMENT**

### **SECTION A - OVERVIEW**

Dona Ana County is requesting sealed bid for Oils, Fluids & Lubricants for Fleet/Roads Departments. The County is interested in entering into an agreement with a firm or firms from the time of award until June 30, 2019, with the option to renew at the discretion of the County for an additional three (3) one year terms. Pursuant to §13-1-153 NMSA 1978 of the NM Procurement Code the County reserves the right to multi award.

### **SECTION B - SPECIFICATIONS**

The successful bidder is to supply and deliver various oils, fluids and lubricants on an as-needed basis by the using department. The County purchases these products for use in County Vehicles and equipment operated by various departments.

Product specification sheets **MUST** be included with the bid response.

The quantities shown in this document are good faith estimates based on the most current information known at the time of posting this invitation. They are estimates and shall not be obligatory amounts guaranteed to the bidders to be correct since usage is based on many variables and quantities may inadvertently be misunderstood or misstated.

#### **Bid Requirements:**

- Bids must be submitted typed or in ink on OUR BID FORM for bid to be considered;
- Bids must be complete with all required information;
- Bids must be signed by authorized representative;
- Prices shall be fixed for the first year of the price agreement.

## **SECTION C – BID COST SCHEDULE**

Complete the Bid Cost schedule, sign and include with your bid response. (Part III)

## **SECTION D – SUBMITTAL FORMAT**

Submit One (1) original copy of your bid in the following order:

1. Completed Cover Letter – Transmittal Form (see Part III – Required Forms)
2. Bid Cost Schedule (see Part III – Required Forms)
3. Executed Contract Section II Forms (See Part III – Required Forms)

Attachment C – Campaign Contribution Disclosure Form

Attachment D – Related Party Disclosure Form

Attachment E – Certification Regarding Debarment & Suspension

Attachment F – Non-Collusion Affidavit

4. Copy of Business License
5. References (Use References List, see Part III)
6. Other Documents checked as required in the Checklist (See Part III)

## **PART III – REQUIRED FORMS**

**Dona Ana County Bid Transmittal Cover Sheet**

Bid # 19-0021 TITLE: Oils, Fluids and Lubricants

Due Date/Time: 11/20/2018@ 2:00 pm Location: 845 N. Motel Blvd, rm. 2-130, Las Cruces, NM 88007

Procurement Officer: Isabel Flores Email: isabelr@donaanacounty.org

\*\*\*\*\*

As applicable, all items below must be completed in full. Failure to complete may be grounds for Disqualification.

Legal Name of Submitting Organization \_\_\_\_\_

*Person authorized to negotiate and contractually obligate the Organization:*

Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Street Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

*Alternate Contact Information:*

Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

NM in State Resident Preference Number (copy must be attached) \_\_\_\_\_

NM Resident Veteran's Preference Number (copy must be attached) \_\_\_\_\_

On behalf of the submitting organization above:

- I accept all Terms and Conditions Governing this Procurement as required.
- I acknowledge receipt of any and all amendments to this Bid. \_\_\_\_\_
- I have read and concur with the terms and conditions of the County's contract documents, and, if objections, I have provided suggested alternative language in my response.
- I concur, as applicable, that submission of this bid constitutes acceptance of Evaluation Factors.
- I concur, as applicable, to FOB Point: Destination, Las Cruces, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.
- Our organization is committed to and will comply and act in accordance with the following:
  1. Federal Executive Orders relating to the enforcement of civil rights;
  2. New Mexico State Statutes and County of Dona Ana Ordinances regarding enforcement of civil rights;
  3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
  4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
  5. Title 6, Civil Rights Act of 1964; and
  6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Contract Section II - Attachment B**

**BID COST SCHEDULE**

**ORGANIZATION NAME:** \_\_\_\_\_

**I. TOTAL CONTRACT NOT TO EXCEED \$ Indefinite Quantity**

**II. PAYMENT SCHEDULE**

**Payments will be made in accordance with Article 5 – Section I of this Agreement.** (Purchasing Department must approve any other financial agreements in advance)

ITEM	WEIGHT	CERTIFICATION	ESTIMATED YEARLY USE	PRICE PER UNIT	PRICE PER YEAR
1	15w - 40	Heavy Duty Diesel Oil (API, CJ-4, CI-4 Plus, CI-4, CH-4/SM)	1000 Gallons		
2	5w – 20 synthetic blend	Ford cars/trucks (API SN/ILSAL GF-5)	1000 Gallons		
3	5w-30 Synthetic blend	Chevy/Dodge cars/trucks (API SN/ILSAL GF-5)	1000 Gallons		
4	0w-20 Full Synthetic Dexos	Chevy SUV's	660 Gallons		
5	80W-90 Premium Gear Oil	GL-5 Gear oil	12 Kegs		
6	75W-90 Full Synthetic Gear Oil	GL-5/SAE J230 Gear Oil	12 Kegs		
7	75W-140 Full Synthetic Gear Oil	GL-%/SAE J230 Gear Oil	12 Kegs		
8	ATF Global Full Synthetic Oil	*Universal ATF	1000 Gallons		
9	Hydraulic Oil AW 32, 46, 68	Meets Major Manufacturers Requirements	660 Gallons		
10	Premium Universal Hydraulic Tractor Fluid	John Deere J20A, J20C (Hy-Gard), Quatrol, J-14B, J21A	660 Gallons		
11	EP-1 and EP-2 Lithium Grease		720 Lbs.		
12	10W-30 CK-4 Part Synthetic Oil	API CK-4 or CJ-4	660 Gallons		
13	SAE 50W Synthetic Manual Trans Fluid	Severe service applications; Eaton P-164 approved	12 Kegs		

\* Universal ATF to include but not limited to ATF+3, ATF+4; Mercon, Mercon V, LV, SP; Dexron II, III, VI.

<b>Total Estimated cost per year</b>	
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Signature

Date

**JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS:**

Pursuant to DAC Bid #19-0021

## Contract Section II - Attachment C

### 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 a proposal 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 REQUEST FOR PROPOSALS 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 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 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 request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that 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 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) if any: **Board Of County Commissioners: Billy G. Garrett, Ramon S. Gonzalez, Benjamin L. Rawson, Isabella Solis, John L. Vazquez; Assessor Andy Segovia; Clerk Scott A. Krahling; Probate Judge Diana Bustamante; Treasurer Eric L. Rodriguez; Sheriff Enrique Vigil.**

**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)

**Contract Section II - Attachment D**

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions, to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments	_____	_____

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of Doña Ana County?

Yes \_\_\_\_\_ No \_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

**Contract Section II - Attachment E**

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

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Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Print Name of Authorized Representative

Title

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Signature of Authorized Representative

Date

**Contract Section II - Attachment F**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

\_\_\_\_\_ (name) being first duly sworn, deposes and says

that he/she is (title) \_\_\_\_\_

of (organization) \_\_\_\_\_

who submits herewith to the County of Dona Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Dona Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Dona Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires:

## *References List*

Provide information below for no fewer than three (3) businesses you have supplied with the same or similar parts or services during the past year. Complete all information requested and sign the authorization to contact form below.

NAME OF YOUR ORGANIZATION: \_\_\_\_\_

BID # \_\_\_\_\_ BID TITLE: \_\_\_\_\_

*Bidder Statement: I provide the following references for the above bid and by my signature below authorize the County to contact those listed for inquiry regarding my company, personnel and products.*

**REFERENCE # 1**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Products and Services provided: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

**REFERENCE # 2**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Products and Services provided include: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

**REFERENCE # 3**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Products and Services provided include: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CHECKLIST**

**DONA ANA COUNTY / PURCHASING DEPARTMENT**

**BID TITLE AND #:** \_\_\_\_\_

<i>Required For This Procurement</i>	<i>Bidder Check List</i>	<i>Item to be included in the Bidder Submission Packet</i> <b>ORGANIZE DOCUMENTS IN THE ORDER LISTED</b>
<i>Yes</i>		<i>1 Original copy of bid packet</i>
<i>Yes</i>		<i>Completed and signed Bid Transmittal Cover Sheet</i>
<i>Yes</i>		<i>Cost Proposal, Completed</i>
<i>Yes</i>		<i>Executed Contract Section II Forms,</i> <ul style="list-style-type: none"><li>- <i>Attachment C, Campaign Contributions</i></li><li>- <i>Attachment D, Related Party</i></li><li>- <i>Attachment E, Debarment</i></li><li>- <i>Attachment F, Non-Collusion</i></li></ul>
<i>No</i>		<i>Resumes / Certifications / Licenses of Key Personnel</i>
<i>Yes</i>		<i>Copy of Current Annual Certificate of Business Registration</i>
<i>Yes</i>		<i>References (3)</i>
<i>If Applicable</i>		<i>NM Tax and Revenue Resident and/or Veteran's Preference certificates.</i>
<i>If Applicable</i>		<i>Acknowledge all Addenda, if applicable</i>
<i>If Applicable</i>		<i>Copy of License / Certifications as applicable to the Job</i>

**Remember to clearly mark your bid with**

**the BID Title, Number and Opening Date**

**on the front of the envelope or box.**