

County of Otero Purchasing
1101 New York Ave, Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



Sealed Bid No.16-014
For Roll- Off Containers for the Convenience
Center
Bid Deadline: Wednesday, December 30,
2015, @3:00 P.M.
Procurement Agent: Ginger Herndon

OTERO COUNTY

INVITATION FOR BID

Sealed bids will be received by the County of Otero for the furnishing of equipment as set forth in this invitation for bids, in accordance with the following general and detailed specifications:

1. Equipment requiring bid:

Item No.	Quantity	Description
# 1	4 to 6	40 Yard Roll-Off Containers bathtub style)

2. Bids shall be submitted in sealed envelopes and shall be clearly marked:

Bid for: **ROLL-OFF CONTAINERS**
Opening Date: Wednesday, December 30, 2015
Time: 3:00 am.

Any bid received after specified date and time will be returned unopened.

3. Each bid shall clearly describe what is being submitted for consideration. Equipment bids shall be accompanied by the manufacturer's published specifications on such equipment, which specifications become a part of the bids. Any offeror submitting a bid where any item does not clearly meet or exceed minimum specifications shall state in writing the variance of deviation from said specifications and shall give reasons why bid submittal may be superior or equal to the specifications as outlined.
4. Any catalog or manufacturer's reference is descriptive, but not restrictive, and is used only to indicate type and grade. Bid on other items of similar or equal quality will be considered provided the offeror states on the face of his bid exactly what he intends to furnish; otherwise, he shall be required to furnish the items as specified on the invitation for bid.
5. DO NOT include gross receipts tax in your bid price, to allow for accurate bid comparisons.
6. All bidders understand that the quantities stated in this invitation are estimated quantities and that actual quantities for the term of the contract may vary.
7. Technical Questions Call Ralph Murphy (575) 973-1735
8. Procurement Under Existing Contracts: In accordance with Section 13-1-129 NMSA 1978, The bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive indefinite quantity price agreement.

9. F.O.B. point: 33 Gravel Pit Road, La Luz, New Mexico
10. All bids must be on the form provided and **MUST BE SIGNED**.
11. Otero County reserves the right to award by item or by total bid.
12. Otero County reserves the right to accept and /or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bids is deemed to be in the best interest of Otero County.
13. Following determination of product acceptability, bids will be evaluated to determine which bidder offers the lowest cost.
14. All bids are subject to conflict of interest conditions and are prohibited from offering of bribes, gratuities, or similar attempts to secure selection.
15. All bids shall be valid for 60 (sixty) days from the date of award.
16. Bids shall be mailed or delivered to:

THE OFFICE OF THE PURCHASING AGENT, COUNTY OF OTERO WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NM 88310

HAND CARRIED

OFFICE OF THE PURCHASING AGENT
1101 NEW YORK AVE., ROOM 118
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED

40 GALLON ROLL-OFF EACH \$ _____

FOUR CONTAINERS. \$ _____

FIVE CONTAINERS. \$ _____

SIX CONTAINERS. \$ _____

All prices to include delivery costs to La Luz, New Mexico.

The undersigned hereby offers to furnish and deliver the articles as specified at the prices and terms thereon stated and in strict accordance with the specifications and general conditions of bids all of which are made a part of this offer. This offer is not subject to withdrawal.

Name of Company _____

Authorized Agent _____ Title _____

Address _____

City _____ State _____ Zip _____ Phone _____

Email address: _____

Business License Number _____

Is contractor a small business or women or minority owned business? ___ Yes
___ No

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the OTERO COUNTY to ferret out information concerning the materials, which you intend to furnish.

OTERO COUNTY
REQUEST FOR BIDS

<u>Item</u>	<u>Description</u>
1	40 Yard Roll-Off Containers Bathtub Style Otero County will be purchasing 4 to 6 containers

40 Cubic Yard Roll-Off Container Specifications:

1. HEAVY DUTY CONSTRUCTION
2. FLOOR; MINIMUM THICKNESS 3/16
3. WALL THICKNESS 3/16
4. FLOOR CROSS MEMBERS 3 INCH CHANNEL 18 INCHES ON CENTER
5. LONG SILLS (BOTTOM RAILS) 6in. x 2in. x 1/4
6. TOP RAILS 4in. x 4in. x 1/4
7. DOOR SHEET 3/16 inches
8. SINGLE REAR DOOR
9. HOOK 1 1/4
10. HOOK PLATE 7/8 in.
11. WHEELS 8in. x 8 in. (4 PER CONTAINER)
12. NOSE ROLLERS; 4in. dia. X 6 in. LONG
13. COLOR; DARK BROWN

**COUNTY OF OTERO
INVITATION FOR BIDS**

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. **APPLICABILITY:** Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.

2. **DEFINITIONS:** As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.

 - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.

 - C. **"Contractor"** means an offerer who has been awarded a contract.

 - D. **"County"** means the County of Otero, New Mexico.

 - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.

 - F. **"Purchasing Office"** means the Purchasing Department of the Office of the Manager of the County.

 - G. **"Purchasing Agent"** means the person charged with the responsibility of administering the Department.

- H. **"Bidder"** means a business that submits a response to a competitive solicitation.
- E. Payment Terms: Terms of less than thirty (30) days will not be considered. The term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.
- F. Freight Policy: Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.
- G. Taxes: Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in the manner. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage
- K. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
- L. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.

3. **ETHICAL CONDUCT:**

By submitting its bid in response to this invitation, the bidder certifies that:

- A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
- B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
- D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.

4. **ADDENDA:**

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum.

Any addenda shall become a part of this bid and should be acknowledged either by being signed and returned with the bid or through letter that arrives prior to the opening of the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Purchasing Department to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

5. **CLARIFICATION OF BIDS:**

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

6. **INQUIRIES OR REQUEST REGARDING CLARIFICATION:**

Any request or inquiries regarding clarification of this procurement document shall be submitted to the Purchasing Agent in writing. Bidders **MAY NOT** contract other Otero County Departments, Otero County Manager, or his or her staff, members of the Otero County Board of County Commissioners or their staff and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this IFB. Violation of this policy may lead to

disqualification. Bidders may contact **ONLY** the Purchasing Agent regarding the terminology stated in the procurement documents. Other County employees do not have the authority to respond on behalf of the County Bidders should promptly notify the County Purchasing Agent of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB. Any response made by the County will be provided in writing by addendum. No verbal responses shall be authoritative. No Addendum will be issued later than three (3) days prior to the date of receipt of bids, except an addendum withdrawing the IFB or one which includes postponement of the date of receipt of Bids.

6. SUBMISSION OF BID:

- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
- B. Hand Carried: Bids may be hand carried to the Purchasing Department on located at 1101 New York Ave., Room 118 Alamogordo, NM 88310
- C. Mailed: Bids may be mailed to the attention of the Purchasing Department, 1101 New York Ave., Room 118, Alamogordo, New Mexico 88310. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.
- D. **Envelope Preparation:** The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
 - 1). Name of Bidder
 - 2). Bid Number assigned by the County
 - 3). Opening date and time as identified on the bid

7. EQUAL OPPORTUNITY COMPLIANCE/WORKERS'

COMPENSATION :Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The "Contractor" agrees to comply strictly with the policies of "County", as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The "Contractor" agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the "Contractor" fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the "County" may terminate this agreement.

8. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The County reserves the right to request proof of authorization to withdraw a bid.

9. REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the County.

10. MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if permitted by the Purchasing Officer and are in the best interest of the County.

11. NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

Any bid which is nonconforming or conditional, whether in part or in whole will be rejected.

12 BID ANALYSIS:

The County reserves the right to analyze, examine and interpret any bid for a minimum period of thirty (30) consecutive calendar days, after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the thirty (30) calendar days, bidders may withdraw their bids from consideration.

13 AWARD OF CONTRACT:

- A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A Recommendation of Award does not constitute award of contract.
- B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.
- C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by group of items, on the basis of individual items, or any combination these, which in the judgment of

the Purchasing Officer, best serves the interests of the County, unless otherwise stated in this Bid.

- D. To qualify for the five percent (5%) in state Resident Preference, the bidder must provide their assigned Resident Certification Number with their bid (an appropriate place is designated in the Bid Form). If an bidder does not provide their assigned Resident Certification Number with their bid, the bid shall not be considered as made by a resident business or a resident manufacturer and no preference shall be applied during the analysis of that bid.

14 DELIVERY, ACCEPTANCE AND GUARANTEE:

- A. **No Delivery before Purchase Order is Issued:** No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the Issuance of a Purchase Order or Notice to Proceed issued by the County Purchasing Department.
- B. **Cancellation for Non-Delivery:** The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.
- C. **Acceptance of Delivery:** Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.
- B. **Inferior Materials, Etc.:** All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

16. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Bid. Invoices are to be mailed to: Otero County, Accounts Payable, 1101 New York Ave., Alamogordo, New Mexico, 88310. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (575) 437-7427

17. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default. If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

18. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

The County may terminate any contract resulting from this Bid at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the County, if ordered or accepted by the County prior to the effective date of termination.

19. TERMINATION FOR LACK OF APPROPRIATIONS:

Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year.

Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

20. RESIDENT BUSINESS PREFERENCE

Bids submitted by resident businesses shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident business preference a business must submit with its bid, a copy of a valid resident business certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal Funds 13-1-21.

21. RESIDENT VETERANS PREFERENCE

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

- a. Resident veterans businesses with annual revenues of \$1 million or less will be deemed ten percent(10%) lower than the bid actually submitted
- b. Resident veterans businesses with annual revenue of more than \$1 Million but less than \$5 Million will be deemed eight percent (8%) lower than the bid actually submitted.
- c. Resident veterans businesses with annual revenues of more than \$5 Million will be deemed seven percent(7%) lower than the bid actually submitted

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing the 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.

22 BRIBERY AND KICKBACK

The procurement code of New Mexico (section 13-1-28 thru 13-1-199, NMSA 1978) impose a third degree felony penalty for bribery of public official or public employee. In addition, the New Mexico Criminal Statutes (section 30-4-1, NMSA 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also Section 30-41-3, NMSA, 1978 states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

23 CAMPAIGN CONTRIBUTION FORM

In accordance with Appendix C, Offerors must comply with 13-1-191.1 pertaining to the disclosure of campaign contributions to an applicable public official of a local public body.

Offeror(s) shall submit the “Campaign Contribution Disclosure Form” with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions.

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.

8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

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: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ (name) being first duly sworn, deposes and says

That he/she is (title) _____

Or (organization) _____

Who submits herewith to the County of Otero, 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 bidder had not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Otero, or of any bidder of anyone else interested in the proposed contract and further,

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

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 bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
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 bidder 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 of data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that County of Otero or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title: _____

SUSCRIBED and sworn to before me this _____ of _____, 20_____

Notary Public: _____

My Commission Expires:

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31) is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

“I understand that knowingly giving false or misleading information in this report constitutes a crime.”

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

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

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

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 tree-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 grounds 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 of up to 5 years, or both

Print Name & Title of Authorized Representative
Representative Date

Signature of Authorized