

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



RFP # 14-001
For Subdivision Planning Coordinator Services
Proposal Deadline: Wednesday, August 21, 2013,
@ 3:00 PM.
Procurement Agent: Ginger Herndon

Otero County is requesting proposals from firms to provide Subdivision Planning Coordinator Services to Otero County, in accordance with current State of New Mexico statutes, codes, rules and regulation. This is a one (1) year contract with the option to renewal for an addition three (3) years, not to exceed four (4) years. You are invited to submit a proposal to be received no later than Wednesday, August 21, 2013 at 3:00 PM, (local time) at which time the proposals will be opened and recorded as received. Award consideration will be scheduled at a future board of Commissioners meeting.

Please submit one (1) original and Three (3) copies of the RFP. Submit one (1) original fee estimate under separate sealed cover on your firm's letterhead and mark it "**Fee Estimate**". Make certain you address all items requested to ensure a responsive submittal. The fee proposal submitted shall remain valid for a period of 60 calendar days from the opening date of the RFP.

This award/RFP is contingent upon available funding

Mark on outside of sealed envelope RFP 14-001 SUBDIVISION PLANNING COORDINATOR SERVICES,- 08/21/13 @ 3:00 PM

Please mail or bring your proposal to:

Otero County Purchasing
1101 New York Ave. Room 118
Alamogordo, New Mexico 88310

Any proposals received after 3:00 PM, local time, will not be considered and will be returned, unopened, to the sender. No oral or electronically transmitted proposals will be considered. Proposals may be modified or withdrawn at any time before deadline for submission. All materials submitted in response to this RFP will become the property of the County and may be returned only at the County's option and at the Firm's expense.

Any inquiries or requests regarding this procurement should be submitted in writing to the Purchasing Agent listed below. Offerors may contact ONLY the Purchasing Agent regarding the procurement. Inquiries and requests made to other county staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Ginger Herndon Purchasing Agent
Otero County Purchasing
1101 New York Ave.
Alamogordo, New Mexico 88310

Telephone: (575) 434-0710
Fax: (575) 443-2914
E-mail gherndon@co.otero.nm.

PROPOSAL FORMAT

The Bidder (s) detail proposal shall include the following:

A. Letter of Transmittal and Scope.

The letter of transmittal shall be addressed to the Purchasing Agent, Otero County Purchasing, 1101 New York Ave., Room 118, Alamogordo, NM. 88310, and must, at a minimum, contain the following:

1. Identification of the Bidder (s) including name, address, telephone Number, fax number and email address.
2. Location of the office from which service will be provided, including hours of operation. An officer of the firm authorized to contract for the work shall sign the transmittal letter.

SECTION 2 SCOPE OF SERVICES

It is the intent of the County to contract with one or more business to provide services on an “as needed” basis. Services shall be performed only as requested by the County. The selected business must agree to perform such services at the times and places designated by the County. This will be a one year contract with the option to renewal for an additional three (3) years not exceed a total of four (4) years.

The Subdivision Planning Coordinator is responsible for coordinating the actions of the State Agencies, the Sub divider and the Planning Commission in the process of the subdivision of land in the County. The Planning Coordinator works directly with each of these parties from the filling of the Application to subdivide to the final approval of the Subdivision.

The selected Business(s) shall provide Subdivision Planning Coordinator Services including, but not limited to receiving and reviewing subdivision applications, delivering plats, disclosure statements, and other supporting documentation to various state and local offices for their review; coordinating all phases of the subdivision review process between the Client and the reviewing agencies; Coordinating the proper Public Meetings and Public Hearings for the Otero County Planning Commission and the Otero County Commission. The Coordinator will be responsible for Publishing notices of Public Meetings and Public Hearings; Preparing minutes of the Planning Commission Meetings; Arranging and attending site visitations; Reviewing and approving or denying claims of exemption from the requirements for the Otero County Subdivision Ordinance. The Planning Coordinator also receives and processes applications for vacations or partial vacations of plats as well as claims of exemption from the requirements of the Otero County Subdivision Ordinance. Client shall perform other legally permissible and proper duties and functions, as Client shall from time to time assign.

Client will be required to give a monthly report as to what was accomplished during each month, to the County Manager.

2.1. Qualifications and Experience

1. A license to operate in the State of New Mexico
2. Offeror must be able to demonstrate professional experience and knowledge in the reading of maps, researching of deeds and ownership of properties.
3. A list of the Offeror's qualifications and experience.
4. References (three minimum) shall be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
5. Offerors shall provide in their proposed methods of proceeding with project work, including the method of keeping the County informed on the progress of the project(s).
6. Offerors shall provide their fees in Sealed Envelope and enclosed with their Proposal

SECTION 3 EVALUATION CRITERIA

3.1 CRITERIA AND POINT VALUE

A maximum total of 100 points are possible in scoring each proposal.
The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection

The evaluation criteria to be used by the Selection Committee for the proposal
And the corresponding point values for each criterion are as follows:

- | | | |
|-------|--|------|
| 3.1.2 | Perception and Responsiveness to County's Request, Service Quality
Experience & Expertise | [50] |
| 3.1.3 | Capacity and capability of the business to perform the work,
Including any specialized services, within the time limitations; | [25] |
| 3.1.4 | Past record of performance on contracts with other agencies
and clients with respect to such factors as control of cost,
quality of work, and ability to meet schedules; | [25] |

SECTION 4 INSTRUCTIONS TO OFFERORS

4.1 PROPOSAL EVALUATION

4.2 Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

- 1) acceptable
- 2) potentially acceptable, that is reasonably assured of being made acceptable, or
- 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

4.3 Otero County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which does not alter the quality of the services (13-1-120 NMSA 1978).

4.4 If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is ground for a determination that the Offeror is not a responsible Offeror (13-1-120 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (13-1-120 NMSA 1978).

4.5 SELECTION PROCESS: 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representative selected by the County Otero. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
- 2) If fewer than three business have submitted a statement of qualifications for a particular RFP, the committee may:
 - a) rank in order of qualifications and submit to the County of Otero for award those business which have submitted a statement of qualifications; or
 - b) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978)

4.6 CONTRACT TERM:

4.6.1 It is the County's intent to enter into a single or multiple agreement(s) with a selected Firm(s) to provide Subdivision Planning Coordinator Services and any other services, as is determined to best serve the interests of the County of Otero. The fee proposal, as negotiated prior to contract execution (if required), shall become the final unit price guideline under the terms of this contract, for the initial one-year term of the contract.

- 4.6.2 The contract will be awarded for one (1) year period with three (3) one year renewal option upon mutual acceptance and not to exceed four (4) years total. The decision to renew shall be solely the County's and a notice of the County's intent to renew shall be made notice at least one-month prior to normal contract expiration. The County and the selected Appraisal Firm(s) shall confirm or renegotiate the unit rates prior to the contract renewal.

4.7 PROTESTS

- 4.7.1 Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County of Otero Purchasing Agent in accordance with the requirements of the County of Otero's Procurement Regulations and the State Procurement Code. The protest should 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).
- 4.7.2 In the event of a timely protest under this section, the Purchasing officer and the County of Otero shall not proceed further with the procurement unless the purchasing Officer makes a determination that the award is necessary to protest substantial interest to the County of Otero(13-1-173 NMSA 1978).
- 4.7.3 The Purchasing Agent or his/her designee shall have authority to take any action reasonable 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 attorney's fees (13-1-174 NMSA 1978)
- 4.7.4 The Purchasing Agent of his/her designee shall promptly issue a determination relating to the protest. The determination shall:
- 1) state the reason for the action taken; and
 - 2) inform the protestant of the right to judicial review of the determination (13-1-183 NMSA 1978)
- 4.7.5 A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestant and other Offerors involved in the procurement.

4.8 EXECUTION AND APPROVAL OF AGREEMENT

- 4.8.1 The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto. A sample copy of the agreement is enclosed with this bid.

4.9 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.

- 4.10 **W-9 Information** - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN)

and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406).

- 4.11 Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.
- 4.12 Multiple Awards - To provide adequate contract coverage, at the County's sole discretion, multiple awards may be made.

FEE ESTIMATE

QUOTATION FORM FOR SUBDIVISION PLANNING COORDINATOR SERVICES FOR OTERO COUNTY

PRICES STATED INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THE SERVICES SPECIFIED, INCLUDING MATERIALS, LABOR, TRANSPORTATION, DELIVERY, ADVERTISING FEES AND ALL OTHER RELATED COSTS.

PRICES STATED SHALL BE FIRM FOR THE INITIAL ONE (1) YEAR OF THIS AGREEMENT. PLEASE QUOTE BOTH AN HOURLY AND YEARLY RATE.

1. SALARY RATE PER HOURLY.....\$ _____

2. SALARY RATE PER YEAR.....\$ _____

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #14-001

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest of potential conflict of interest to the County of Otero, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Otero, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Otero.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete legal Name of Firm: _____

Address: _____

Fed ID No.: _____

Signature: _____

**Name
(type/print):** _____

Title: _____

Telephone: (_____) _____ **Fax No:** (_____) _____

Date: _____

**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

RFP NO:

CONTRACT NO: PS

COST ACCOUNT:

OTERO COUNTY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ by and between Otero County hereinafter referred to as "County" and _____ hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following professional services to the County:

Provide services in strict accordance to _____, hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of _____ or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER BID # _____, _____ per diem at the rate of \$ 0, per 0 for 0, plus mileage at the rate of \$ 0 per mile for \$ 0 miles, plus \$ 0 per copy \$ 0 of other expenses such compensation per diem, mileage, and other expenses not to exceed \$ 0 in total payable in 0 by the County upon receipt of a signed invoice. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, THE COUNTY SHALL PAY APPLICABLE TAXES.

C. Payment shall be made on a Regular basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and

designated Auditor. The County shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin 2013, and renewable on an annual basis and terminated on 2017 unless terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

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

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. Conflict of Interest: The Contractor warrants that he 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 services required under this Agreement.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

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

12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal

kickbacks (Section 30-41-1, NMSA, 1978; it is a fourth-degree felony to commit offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

By: _____
Chairperson Susan Flores

Date: _____

Attorney: _____
Daniel Bryant

Date: _____

CONTRACTOR:

By: _____
SIGNATURE

Name; Type or Print

Mailing Address:

ATTEST:

Denise Guerra, Clerk

Date: _____

TELEPHONE: () _____

FAX-() _____

FEDERAL ID# _____

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)