

INVITATION TO BID (ITB)

**SANDOVAL COUNTY DETENTION CENTER
UNIFORMS**



ITB# FY15-SCDC-01

RELEASE DATE: JANUARY 7, 2015

DUE DATE: JANUARY 20, 2015 3:00 PM (MST)

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GENERAL INFORMATION

It is the intent of Sandoval County Detention Center to seek and obtain bids, by a reputable provider for Uniforms. All bidders are responsible for reading and understanding information contained in this request.

Sandoval County will accept bids until **3:00 pm on January 20, 2015** at the Administration Building, Finance Department: Second Floor, located at 1500 Idalia Rd. NE, Building D, Bernalillo, NM 87004. Sealed Bids MUST be clearly marked: **“SANDOVAL COUNTY DETENTION CENTER UNIFORMS: ITB#FY15-SCDC-01”** and delivered to the Procurement Officer.

Successful bids will be awarded within 45 days of bid opening.

DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“County” means Sandoval County, New Mexico.

“Contract” means any agreement for procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.

“Contractor” means a Bidder who has been awarded a contract.

“Bidder” means a business that submits a response to a competitive solicitation.

“Purchase Order” means a document issued by the Finance Division directing the Contractor to deliver goods, services or construction.

“Invitation to Bid (ITB)” means all documents, including those attached or incorporated by reference, issued by the Department of Public Works and Procurement Office for soliciting offers to provide goods, services, or construction.

“Responsible Bidder” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Bidder’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.

“Responsive Bidder” means a written offer to furnish goods, services, or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

SCOPE OF WORK

Vendor must provide the following:

Trousers (equal or better than)
Proper Trousers Lightweight: Color-Duty Khaki
Men's
Women's
Horace Small Sentry Plus: Color -Dress Brown
Men's
Women's
New Generation Trousers Horace Small With Side Pocket: Color-Navy
Men's
Women's
Shirts (equal or better than)
Proper I.C.E. Performance: Color-Duty Black
Men's short sleeve
Women's short
Proper Job Shirt: Duty Black
Long sleeve
Horace Small Sentry Plus with zipper: Color-Silver, Tan
Long sleeve
Short Sleeve
New Generation Shirt Horace Small: Color-Navy
Long sleeve with zipper
Short sleeve with zipper
Boots: Color-Black
Men's
Women's
Belt, Duty Gear (Black Basket Weave Only)

Reinforced Duty Belts
Cuff Case
Silent Key Holder
Belt Keepers
Radio Pouch
Light Pouch
Glove Pouch
Firearms, Chemical Agents (Firearms & Chemical Certified Only, Black Basket Weave Only)
MK3 Chemical Agent Pouch
Double-MAG Pouch
Single -MAG Pouch
Carbon Fiber Double Stack MAG Case
Carbon Fiber Single Stack MAG Case
Holster (any level 2)
Flashlight (No longer than 6")
Jacket
Soft Shell Patrol Duty Jacket: Color-Black
*Patches
Officer
Supervisor
Transport
U.S. Flag (3 1/2"x 2")

TERM

The Contract will be for one (1) year, and may be extended upon agreement of the Parties up to three (3) additional years but not to exceed four (4) years, if requested by the County Manager. The Term shall commence on the date of execution of the Agreement by all parties and shall terminate one (1) year from the date of execution.

PROCUREMENT CORRESPONDENCE

Sandoval County has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Joyce Roybal, Procurement Officer
Address: Sandoval County Finance Department
1500 Idalia Road NE, Building D
Bernalillo, NM 87004
Telephone: (505) 867-7631
Fax: (505) 867-7605
Email: jroybal@sandovalcountynm.gov
Reference: SANDOVAL COUNTY DETENTION CENTER UNIFORMS
ITB# FY15-SCDC-01

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Bidders may contact **ONLY** the Procurement Officer regarding this procurement.

CONDITIONS GOVERNING THE PROCUREMENT

SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates (Subject to Change)
Issue ITB	Procurement Officer / Detention Center	JANUARY 7, 2015
Letter of Transmittal Appendix "A"	Bidder	JANUARY 12, 2015
Potential Questions	Bidder	JANUARY 13, 2015
Response to Questions	Procurement/Detention Center	JANUARY 15, 2015
Bids Due	Bidder	JANUARY 20, 2015 3:00 pm
Award of Contract	County Commission	TBD

EXPLANATION OF EVENTS

- **Issuance of ITB**

This ITB is being issued on behalf of the Sandoval County Detention Center.

- **Submission of Bid (Bid Opening)**

ALL BIDS MUST BE RECEIVED BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON JANUARY 20, 2015. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

- **Delivery of Bid**

Bids must be addressed and delivered to the Procurement Officer at the address listed on page 3 of this ITB. Bids must be SEALED and LABELED on the outside of the package to clearly indicate that they are in response to the **SANDOVAL COUNTY DETENTION CENTER UNIFORMS: ITB: #FY15-SCDC-01**. Bids submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all organizations that submitted Bids.

- **Finalized Contracts**

The Contract with Sandoval County will be finalized with the most advantageous Bidders as per the Sequence of Events or as soon thereafter as possible. This date is subject to

change at the discretion of Sandoval County. In the event that mutually agreeable terms cannot be reached within the time specified, Sandoval County reserves the right to finalize a Contract with the next most advantageous Bidders without undertaking a new procurement process.

- **Price Agreement Awards**

After review of the Bid Tabulation documents and the signed Contract, Sandoval County will award the Contract as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of Sandoval County. The contract shall be awarded to the Bidders whose Bids are most advantageous to Sandoval County.

- **Protest Deadline**

Any protest by a Bidder must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of Price Agreement and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day.

Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Sandoval County.

The protest must be delivered to:

Joyce Roybal
Procurement Officer
Sandoval County Finance Department
1500 Idalia Road, Building D
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

GENERAL REQUIREMENTS

- **Acceptance of Conditions Governing the Procurement**

Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the requirements of this ITB.

- **Subcontractors**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Contract whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Sandoval County hiring from the Contract, before any subcontractor is used during the term of this agreement.

- **Amended Bids**

A Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. Sandoval County personnel will not merge, collate, or assemble Bid materials.

- **Rights to Withdraw Bid**

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request addressed to the Procurement Officer and signed by the Bidder's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

- **Bid Offer Firm**

Responses to this ITB, including Bid prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of Bids or ninety (90) days after the due date for the receipt of a best and final offer, if the Bidder is invited or required to submit one.

- **Disclosure of Bid Contents**

The Bids will be kept confidential until the Public Bid Opening following Due Date of Bids. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a Bid on which the potential Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the Bid.

Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, Sandoval County shall examine the Bidder's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

- **No Obligation**

This procurement in no manner obligates Sandoval County or any of its Divisions or Departments to the use of Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

- **Termination**

This ITB may be canceled at any time and any and all Bids may be rejected in whole or in part when a determination is made that such action is in the best interest of Sandoval County.

- **Sufficient Appropriation**

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. Sandoval County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

- **Legal Review**

Sandoval County requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any concerns must be promptly brought in writing to the attention of the Procurement Officer.

- **Governing Law**

This procurement and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

- **Basis for Bid**

Only information supplied, in writing, by Sandoval County through the Procurement Officer or in this ITB should be used as the basis for the preparation of Bids. Current and updated information regarding this procurement will be available on the Sandoval County website at: www.sandovalcounty.com.

- **Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by Sandoval County and contain the terms and conditions set forth in the State of New Mexico Procurement Code [Section 13-1-1 to 13-8-1]. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this ITB. The contents of this ITB, as revised and/or supplemented, and the successful Bid will be incorporated into and become part of the contract.

Should a Bidder object to any of the terms and conditions of this ITB, the Bidder must propose specific alternative language. Sandoval County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to Sandoval County and will result in disqualification of the Bid.

- **Bidder Qualifications**

Sandoval County may make such investigations as necessary to determine the ability of the potential Bidder to adhere to the requirements specified within this ITB. Sandoval

County will reject the Bid of any potential Bidder who is not a responsible Bidder or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

- **Right to Waive Minor Irregularities**

Sandoval County reserves the right to waive minor irregularities. Sandoval County also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement.

- **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

- **Right to Publish**

Throughout the duration of this procurement process and contract term, Bidders and contractors must secure from Sandoval County and the Procurement Officer written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Bid or removal from the contract.

- **Ownership of Bids**

All documents submitted in response to the ITB shall become property of Sandoval County.

- **Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Sandoval County and the Procurement Officer.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Sandoval County and the Procurement Officer's written permission.

- **Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

- **Use of Electronic Versions of this ITB**

This ITB is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession

and the version maintained by the Sandoval County Procurement Officer, the version maintained by the Sandoval County Procurement Officer shall govern. Please refer to: <http://sandovalcounty.com/?q=node/101>.

BID FORMAT

All Bids must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Unit Prices: The unit prices for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.

Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Bidder must be clearly stated in the Bid Documents. Time, if stated in number of days, will be consecutive calendar days.

Payment Terms: Bidder must identify the payment terms offered in Bid Documents. Terms of less than thirty (30) days will not be considered.

Freight Policy: Freight will be F.O.B. Destination, Freight Pre-paid, unless otherwise specified in this Invitation to Bid.

Taxes: Bidders shall include any applicable gross receipts taxes in offered price, unless specified otherwise in bid documents, and such offer will be construed in that manner. The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Bidder.

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 Invitation to 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 request. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

Any Bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

REQUIRED DOCUMENTS

LETTER OF TRANSMITTAL

Bidders must include the Letter of Transmittal Form located in APPENDIX A. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal MUST include:

- Identify the submitting organization;
- Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
- Identify if sub-contractors will be used in the performance of the contract award.
- Describe any relationship with any entity with which will be used in the performance of this awarded contract.
- Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement;
 - Acknowledge receipt of any and all amendments to this ITB.
- Be signed by the person authorized to contractually obligate the organization;

COST RESPONSE OR BID FORM

Provide a list of your published billing rates, overhead rate factor, etc in the Cost Response Form. Detail the billable financial charges the County should anticipate if your services are engaged. Provide a sample agreement, along with an estimate of the amount of monies that will be charged to the County during the next twelve (12) months.

Bidders must complete Cost Response Form in APPENDIX B. Cost will be measured by the billable financial charges the County should anticipate if your services are engaged. All charges listed on APPENDIX B must be justified and evidence of need documented in the Bid.

EMPLOYEE HEALTH COVERAGE FORM

Bidders must include signed Employee Health Coverage Form (APPENDIX C) with Bid Documents. For all contracts solicited and awarded on or after January 1, 2008: If the Bidder has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Bidder must agree to:

- have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later

than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

- have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars

Bidder must agree to maintain a record of the number of employees who have accepted health insurance; decline health insurance due to other health insurance coverage already in place; decline health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

Bidder must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwnewmexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Bidder reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE

To be awarded the points Bidders must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached Certification Form (APPENDIX D) must accompany any ITB and any business wishing to receive the preference **must** complete and sign the form.

Percent of preference will be determined by Bidders that submit the correct documentation. As bid tabulations are tallied, the proper percent of preference will be applied to qualified bids.

CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT

Bidders must include signed and completed Conflict of Interest Form (APPENDIX E) with Bid Documents. The Bidder warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance or services required under the Agreement. The Bidder certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

APPENDIX A

LETTER OF TRANSMITTAL FORM

ITB#: _____

Bidder Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized to negotiate the contract on behalf of the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

(Attach extra sheets, as needed)

7. Please initial:

____ On behalf of the submitting organization named in item #1, above, I accept the General Requirements governing this ITB.

____ I acknowledge receipt of any and all amendments to this ITB.

_____, 2013
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX B

COST RESPONSE FORM SAMPLE (NEXT PAGE)

*All shoulder and badge patches will be supplied by the vendor. Patches will be sewn by the vendor with the location determined by Sandoval County. Cost of sewing must be included in the pricing. Sandoval County will provide either the artwork or a current patch to be used as a sample. All sewing must be completed within 5 days of request.

*Hemming and sewing costs to be included in pricing of all items.

*Bidders must indicate any alternate cost or percentage % added for special sizes (e.g. big man, plus), if different than regular or standard pricing.

*Bidders must provide the brand name and catalog no. of each item they are bidding.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Trousers (equal or better than)				
	Proper Trousers Lightweight: Color-Duty Khaki				
	Men's				
	Women's				
	Horace Small Sentry Plus:Color -Dress Brown				
	Men's				
	Women's				
	New Generation Trousers Horace Small With Side Pocket: Color-Navy				
	Men's				
	Women's				
2	Shirts (equal or better than)				
	Proper I.C.E. Performance: Color-Duty Black				
	Men's short sleeve				
	Women's short				
	Proper Job Shirt: Duty Black				
	Long sleeve				
	Horace Small Sentry Plus with zipper: Color-Silver, Tan				
	Long sleeve				
	Short Sleeve				
	New Generation Shirt Horace Small: Color-Navy				
	Long sleeve with zipper				
	Short sleeve with zipper				
3	Boots: Color-Black				
	Men's				
	Women's				
4	Belt, Duty Gear (Black Basket Weave Only)				
	Reinforced Duty Belts				
	Cuff Case				
	Silent Key Holder				
	Belt Keepers				
	Radio Pouch				

	Light Pouch				
	Glove Pouch				
5	Firearms, Chemical Agents (Firearms & Chemical Certified Only, Black Basket Weave Only)				
	MK3 Chemical Agent Pouch				
	Double-Mag Pouch				
	Single -Mag Pouch				
	Carbon Fiber Double Stack Mag Case				
	Carbon Fiber Single Stack Mag Case				
	Holster (any level 2)				
6	Flashlight (No longer than 6")				
7	Jacket				
	Soft Shell Patrol Duty Jacket: Color-Black				
8	*Patches				
	Officer				
	Supervisor				
	Transport				
	U.S. Flag (31/2"x 2")				
TOTAL					

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Bidder has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Bidder must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Bidder must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Bidder must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Bidder reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Terms of the New Mexico Employee Health Coverage Form are inapplicable.

Signature of Bidder: _____ Date _____

APPENDIX D

RESIDENT VETERANS 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 offer. 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 on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 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 report 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 on 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.

Terms of the Resident Veterans Certification Form are inapplicable.

(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 forfeit of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$ _____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

Signature: _____ Date: _____