

**INVITATION TO BID (ITB)**  
**SANDOVAL COUNTY PUBLIC WORKS**  
**LANDFILL LITTER CONTROL FENCING**



**ITB# FY20-SCPW-04**

**Release Date: May 3, 2020**

**Due Date: May 18, 2020 at 2:00 PM (MST)**

### **1. PURPOSE OF THIS INVITATION TO BID**

Sandoval County Board of County Commissioners is requesting sealed bids on behalf of Sandoval County Landfill for Litter Control Fencing (NIGP Commodity Codes # 33013 and 33061). Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2<sup>nd</sup> floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on May 18, 2020. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

### **2. SCOPE OF PROCUREMENT**

It is the intent of Sandoval County Landfill to seek and obtain sealed bids from a reputable provider for quality Litter Control Fencing that will meet all the criteria outlined in this ITB.

### **3. PROCUREMENT MANAGER**

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

Name: Trish Greene, Senior Procurement Specialist  
Address: Sandoval County Finance Department  
1500 Idalia Road NE, Bldg. D 2<sup>nd</sup> Floor  
Bernalillo, NM 87004  
Telephone: (505) 404-5873  
Fax: (505) 867-7605  
Email: tgreene@sandovalcountynm.gov

B. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist  
Reference RFP Name: Landfill Litter Control Fencing  
RFP# FY20-SCPW-04  
Address: Sandoval County  
1500 Idalia Road Bldg. D  
PO Box 40  
Bernalillo, NM 87004

C. 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. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named

in this Request for Bids, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Bids. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

**4. TERM**

The Contract will be for one (1) year, and may be extended upon agreement of both Parties up to an additional 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.

**5. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the Invitation to Bid contains the schedule, description and conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates (Subject to Change)</b>
Issue ITB	Sandoval County	May 3, 2020
Return of Acknowledgement Form	Bidder	May 6, 2020
Deadline to Submit Questions	Bidder	May 7, 2020 by Noon
Response to Written Questions	Sandoval County	May 8, 2020
Submission of Sealed Bids	Bidder	May 18, 2020
Bid Tabulations	Sandoval County	TBD
Commission Approval	County Commission	TBD
Bid Award	County Commission	TBD
Protest Deadline		+ 15 days

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section 5. A. above.

- **Issuance of ITB**

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

- **Acknowledgement of Receipt**

Potential Bidders may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Bids Form" that accompanies this document, APPENDIX A, to have the Bidder placed on the procurement distribution list. The form should be signed by an authorized representative of the Bidder, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on **May 6, 2020**.

The procurement distribution list will be used for the distribution of written responses to questions.

- **Deadline to Submit Written Questions**

Potential Bidders may submit written questions to the Procurement Manager as to the intent or clarity of this ITB until **May 7, 2020** by **Noon** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question.

- **Response to Written Questions**

**Written responses to written questions will be distributed as indicated in the sequence of events to all potential Bidders whose name appears on the procurement distribution list. An e-mail copy will be sent to all Bidder's that provide Acknowledgement of Receipt Forms.**

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

**ALL BIDS MUST BE RECEIVED BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON May 18, 2020.** Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response for **Landfill Litter Control**

**Fencing and ITB# FY20-SCPW-04.** Bids submitted by facsimile, or other electronic means will not be accepted.

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 **LANDFILL LITTER CONTROL FENCEING: ITB: #FY20-SCPW-04.** 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.

- **Bid Tabulation**

Any Contractual agreement(s) resulting from this ITB will be finalized with the most advantageous Bidder(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County.

- **Commission Approval**

The contract shall be awarded to the Bidder whose Bid is most advantageous to Sandoval County and Sandoval County Public Works Department. The award is subject to appropriate Sandoval County Commission approval.

- **After review of the bids, the contract for the item(s) or services will be awarded to the lowest Responsible and Responsive Bidder meeting or exceeding the required specifications for this sealed bid.**

- **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 15<sup>th</sup> 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:

Trish Greene  
Senior Procurement Specialist  
Sandoval County Finance Department  
1500 Idalia Road, Building D  
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

## **6. 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.

- **Incurring Cost**

Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any bid or material submitted in response to this ITB shall be borne solely by the Bidder. Any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

- **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.

- **Prime Contractor Responsibility**

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this ITB.

- **Bidder's 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.sandovalcountynm.gov](http://www.sandovalcountynm.gov).

- **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 a 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 of Penalties**

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. 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.

- **Use by Other Government Agencies**

By submitting a bid, the Bidder indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contact for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

- **Campaign Contribution Disclosure Form**

Bidder must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

- **Letter of Transmittal**

Bidder's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Bidder organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this ITB; and
  - b. Acknowledge receipt of any and all amendments to this ITB.
7. Be signed by the person identified in para 2 above.

- **New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Bidders **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. **New Mexico Business Preference**

OR

B. **New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Bidder should sign and complete the Resident Veterans Preference Certificate form, as provided in this ITB.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this ITB includes federal funds.**

## **7. RESPONSE FORMAT AND ORGANIZATION**

This section describes the format and organization of the Bidder's responses. Failure to conform to these guidelines may result in the disqualification of the bid.

### **A. NUMBER OF RESPONSES**

Bidders shall submit only one bid in response to this ITB.

### **B. NUMBER OF COPIES**

**Bidders shall deliver one (1) original, two (2) copies and one (1) electronic copy**, signed and sealed bids to the location specified in Section 3 Paragraph B on or before the closing date and time for the receipt of bids.

### **C. BID CONTENTS**

All Bids **MUST** contain the following items:

- 1. COMPLETED, SIGNED, EMAILED/FAXED** Acknowledgement of Receipt Form (Appendix A)
- 2. COMPLETED AND SIGNED** Campaign Contribution Disclosure Form (Appendix B)
- 3. COMPLETED AND SIGNED** Letter of Transmittal Form (Appendix C)
- 4. COMPLETED AND SIGNED** Resident Veterans Certification (Appendix D) if applicable
- 5. COMPLETED AND SIGNED** Conflict of Interest Affidavit (Appendix E)
- 6. COMPLETED AND SIGNED** Non-Collusion Affidavit (Appendix F)
- 7. COMPLETED AND SIGNED** Bid Form (Appendix G)

## **8. BID FORMAT REQUIREMENTS**

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.

## **9. SCOPE OF WORK**

The County of Sandoval, New Mexico is seeking proposals for Landfill Litter Control Fencing. The successful Bidder will be required to perform the following services including, but not limited to:

The following specifications are to be used as guidelines in submitting a bid and will be made a part of the contract between Sandoval County and the successful Bidder.

The selected Bidder shall perform the following services:

- ❖ **Fencing work shall include the removal and reinstallation or replacement of fencing, fastening systems, hardware, supports, barbed wire, ties, gates, poles, anchoring systems, etc. as necessary to properly secure the airfield. The contract services call order shall specify the fence dimensions.**
- ❖ **The fencing, related hardware, and anchorage systems provided shall be new and free of defects such as dents, rust or other discoloration.**

- ❖ **Materials must be of the best commercial quality for the intended service, materials shall be treated against rust, corrosion and wear.**
- ❖ **All specifications and options listed below are the minimum requirements needed to meet the needs of Sandoval County Landfill.**
  - **Approximately 4,750 feet of landfill litter control fence that will allow multiple units to be arranged on the landfill using equipment listed below to move the individual units and meet the following MINIMUM specifications:**
    - **Length: 4,750'**
    - **Height: 20'**
    - **Units will be designed to withstand high winds (~60 mph) when loaded with blown litter.**
    - **The fence fabric shall be made of galvanized steel coated with vinyl, of sufficient size, construction and strength to capture and contain landfill litter in high winds without tearing, breaking or dislodging.**
    - **Netting with a sewn-in 3/8 poly-rope border and attached to support system using galvanized snap hooks and shackles.**

<b>SPEC SHEET FOR #12 DB BLACK POLYESTER</b>	
<b>DIAMETER, INCHES-----</b>	<b>.375</b>
<b>COVER-----</b>	<b>POLYESTER</b>
<b>CORE-----</b>	<b>POLYESTER</b>
<b>APPROX. STRENGTH-----</b>	<b>1994 LBS. –</b>
<b>AVERAGE-LAB TEST</b>	
<b>YIELD APPROX. FT/LB-----</b>	<b>21.8</b>

**COST RESPONSE OR BID FORM**

Provide the cost for the Litter Control Fencing as it is listed in the Scope of Work on the Bid Form. These charges are the prices that the County should anticipate if your services are engaged.

**RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE**

To be awarded these points, Bidders must include a copy of their preference certificate from the New Mexico Taxation and Revenue Department. 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

## **APPENDICES A THROUGH G**

**APPENDIX A**  
**INVITATION TO BID**  
**Landfill Litter Control Fencing**  
ITB# FY20-SCPW-04  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Invitation to Bid (ITB) the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **May 6, 2020** by 5:00 pm (Mountain Standard Time). Only potential Bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Bidder written questions and the written responses to those questions as well as ITB amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D, PO Box 40  
Bernalillo, NM 87004  
Fax: 505-867-7605  
E-mail: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)



## **Appendix B - Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 one hundred dollars (\$100) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other 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 either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for Bids and ending with the award of the contract or the cancellation of the request for Bids.

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

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor \_\_\_\_\_

Name of Applicable Public Official \_\_\_\_\_

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 ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C – 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.

\_\_\_\_\_, 2020  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**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

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: \_\_\_\_\_

**APPENDIX F - AFFIDAVIT OF NON-COLLUSION**

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

**County of** \_\_\_\_\_)

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Sandoval County in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Sandoval County of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_



**APPENDIX G – BID FORM**

**SANDOVAL COUNTY BID FORM-LITTER CONTROL FENCING**

**BID FOR: LANDFILL LITTER FENCE**

Description	Quantity	Cost	Total Cost
Freight			
Total Cost			

BRAND/MODEL NAME OF FENCING: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone/Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

***\*Include specification sheet***